



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, OCTOBER 16, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of October 2, 2023.

Agenda Revisions

Special Presentations

2. Swearing-in Ceremony for K-9 Boona.

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

3. 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.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 10/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement; and approving and authorizing execution of a Deed Without Warranty, conveying certain city-owned real estate to KL Iowa 02, LLC.
4. Public hearing to consider vacating a drainage easement on Lots 17 & 18 in West Viking Road Industrial Park Phase V.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 10/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.

e) Resolution approving and authorizing vacation of a drainage easement on Lots 17 & 18 in West Viking Road Industrial Park Phase V.

5. Public hearing on a proposal to undertake a public improvement project for the North Cedar Heights Reconstruction Project – Phase II, and to authorize acquisition of private property for said project.

a) Receive and file proof of publication of notice of hearing. (Notice published 10/07/2023)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving a public improvement project for the North Cedar Heights Reconstruction Project – Phase II, and authorizing acquisition of private property for said project.

6. 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.

a) Receive and file proof of publication of notice of hearing. (Notice published 10/07/2023)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving a public improvement project for the West Viking Road Reconstruction Project, and authorizing acquisition of private property for said project.

7. Public hearing on proposed amendments to Chapter 26, Zoning relative to shared parking requirements in the Downtown Character District (CD-DT).

a) Receive and file proof of publication of notice of hearing. (Notice published 10/07/2023)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance amending Chapter 26, Zoning, by removing Section 26-196E. Special Parking Standards, relative to allowing adjacent on-street parking to count towards shared parking requirements in the Downtown Character District (CD-DT), upon its first consideration. (requires 5 aye votes)

Old Business

8. Pass Ordinance #3044, 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 second consideration.

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

9. Receive and file the City Council Standing Committee minutes of October 2, 2023 relative to the following items:

a) Native Plantings in the City Right-Of-Way.

b) College Hill Vision Plan.

c) 12th & Clay Street Update.

- [10.](#) Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Maureen Burum, Community Center and Senior Services Board, June 30, 2026.
- [11.](#) Approve the following applications for retail alcohol licenses:
 - a) Casey's General Store, 601 Main Street, Class E retail alcohol - renewal.
 - b) Fareway Store, 4500 South Main Street, Class E retail alcohol - renewal.
 - c) Fast Track Racing, 200 block West 2nd Street, Special Class C retail alcohol & outdoor service - 5-day permit.

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

- [12.](#) Resolution Calendar with items considered separately.
- [13.](#) Resolution rescinding Resolution #22,360, being a resolution approving and adopting the *Imagine College Hill!* Vision Plan.
- [14.](#) Resolution approving and authorizing the expenditure of funds for replacement of additional network switches relative to updating the City's computer network equipment.
- [15.](#) Resolution approving and authorizing execution of an Agreement with Fishbeck relative to a feasibility study for a potential Downtown parking facility.
- [16.](#) Resolution approving and authorizing execution of a contract with the Governor's Traffic Safety Bureau (GTSB) relative to grant funding for traffic enforcement and training.
- [17.](#) Resolution approving and authorizing execution of an Iowa Welcome Center Operations Agreement with the Iowa Economic Development Authority (IEDA) relative to the Cedar Falls Tourism and Visitors Center partnering to provide Iowa DOT signage, technical assistance, and promotion through Iowa tourism publications.
- [18.](#) Resolution approving and authorizing execution of an Agreement with M.M. & A., d/b/a Icon Poly for fabrication of fiberglass statues for the Panthers on Parade.
- [19.](#) Resolution approving and authorizing execution of Amendment Number Five to the Subaward Agreement with Iowa Department of Homeland Security and Emergency Management (HSEMD) for an extension of the Voluntary Property Acquisition Program funded through the Hazard Mitigation Grant Program relative to the Northern Cedar Falls Flood Buyout Program.
- [20.](#) Resolution approving and authorizing expenditure of funds for the purchase of an automated refuse collection apparatus for the Refuse Section.
- [21.](#) Resolution approving and authorizing execution of a Professional Services Agreement with Strand Associates, Inc. for facility planning services relative to the Water Reclamation Facility Upgrades Project.
- [22.](#) Resolution approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey for support, operation, and maintenance of the Cedar River Streamgage Station.
- [23.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Shive-Hattery, Inc. for design services relative to the West 23rd Street Reconstruction Project - Hudson Road to Campus Street.
- [24.](#) Resolution setting November 6, 2023 as the date of public hearing on a proposal to undertake a public improvement project for the Viking Road and Prairie Parkway Intersection Improvements Project, and to authorize acquisition of private property for said project.

- [25.](#) Resolution setting November 6, 2023 as the date of public hearing on the FFY22 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant (CDBG) funded activities from July 1, 2022 through June 30, 2023.
- [26.](#) Resolution setting November 6, 2023 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with McDonald Construction & Remodeling, LLC.

Allow Bills and Claims

- [27.](#) Allow Bills and Claims for October 16, 2023.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, OCTOBER 2, 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 7:42 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54469 - It was moved by Kruse and seconded by Schultz that the minutes of the Regular Meeting of September 18, 2023 be approved as presented and ordered of record. Motion carried unanimously.

54470 - Following a comment by Councilmember Kruse, councilmembers agreed by consensus to Mayor Green's request to consider item #9 on the Consent Calendar at this time.

It was moved by Harding and seconded by Dunn to 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.

Following comments and questions by Councilmembers Ganfield and deBuhr, and responses by Mayor Green, the motion carried unanimously.

54471 - Mayor Green read the following proclamations:

Proclamation recognizing October 4, 2023 as Energy Efficiency Day and a Proclamation recognizing October 1-7, 2023 as Public Power Week. Cedar Falls Utilities General Manager Steve Bernard accepted and commented.

Proclamation recognizing October 12, 2023 as Children's Environmental Health Day. Kamyar Enshayan accepted and commented.

Proclamation recognizing October 2023 as Domestic Violence Awareness Month. WayPoint Representative Rachel accepted and commented.

54472 - Reverend Michael Blackwell, Cedar Falls, commented on Cedar Fall's recent livability rating, but reminded that it is still one of the worst cities for Black Americans and requested a discussion of strategies to overcome this issue.

54473 - Community Development Director Sheetz announced the Healthiest State 13th Annual Walk on Wednesday, October 4, 2023, at 5:30 PM at the Rec Center and

encouraged citizens to sign up. Mayor Green commented that he will be walking at the Rec Center at 4 PM and invited people to join him.

Director Sheetz also announced that Cedar Falls is hosting the American Planning Association's Upper Midwest Regional Planning Conference October 11-13, 2023 and noted the planning window will have limited availability during that time.

Mayor Geen announced a candidate forum at 6 PM on October 4, 2023 which will be televised.

54474 - Mayor Green announced that in accordance with the public notice of September 23, 2023, this was the time and place for a 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. It was then moved by Harding and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54475 - The Mayor then asked if there were any written communications filed to the proposed ordinance. 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 ordinance. There being no one else present wishing to speak about the proposed ordinance, the Mayor declared the hearing closed and passed to the next order of business.

54476 - It was moved by Kruse and seconded by Ganfield that Ordinance #3044, granting a partial property tax exemption to KL Iowa 01, LLC for construction of a warehouse and manufacturing facility at 6313 Production Drive, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54477 - It was moved by Ganfield and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

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.

Receive and file the Special City Council Standing Committee minutes of September 18, 2023 relative to the following item:

- a) 12th & Clay Street Intersection.

Receive and file communications from the Civil Service Commission relative to the following certified lists:

- a) Civil CAD/GIS Technician.
- b) Engineering Technician II.

Receive and file Departmental Monthly Reports of August 2023.

Approve the application of Prime Mart, 2728 Center Street, for a cigarette/tobacco/nicotine/vapor permit.

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.

Motion carried unanimously.

54478 - It was moved by Harding and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #23,329 levying a final assessment for costs incurred by the City to mow the property located at 1321 West 12th Street.

Resolution #23,330, levying a final assessment for costs incurred by the City to mow the property located at 3120 Homeway Drive.

Resolution #23,331, 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.

Resolution #23,332, 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).

Resolution #23,333, 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.

Resolution #23,334, approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the City Hall Remodel Project.

Resolution #23,335, 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.

Resolution #23,336, 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.

Resolution #23,337, approving and authorizing execution of a Repair Contract with Tojo Construction, Inc. relative to a Community Development Block Grant (CDBG) housing rehabilitation project.

Resolution #23,338, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for installation of panels to display artwork at 2016 College Street.

Resolution #23,339, approving a PC-2, Planned Commercial Zoning District site plan relative to construction of a storage building at 702 LeClair Street.

Resolution #23,340, 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.

Resolution #23,341, 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.

Resolution #23,342, 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.

Resolution #23,343, 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.

Resolution #23,344, 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).

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 #23,329 through #23,344 duly

passed and adopted.

- 54479 - It was moved by deBuhr and seconded by Harding that Resolution #23,345, approving the recommendation of the Director of Finance & Business Operations by appointing Kim Kerr as City Clerk, be adopted. Following supportive comments by Councilmembers Harding and Schultz, and Mayor Green, 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 #23,345 duly passed and adopted.
- 54480 - It was moved by Dunn and seconded by Harding that Resolution #23,346, approving and authorizing execution of an Agreement with The SpyGlass Group, LLC to provide an audit of the City's telephone billing, be adopted. Following questions by Councilmember Ganfield, and responses by Information Systems Manager Sorensen, 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 #23,346 duly passed and adopted.
- 54481 - It was moved by Dunn and seconded by Schultz that Resolution #23,347, approving and authorizing execution of an Agreement to Enhance Economic Development in Cedar Falls with the Cedar Falls Economic Development Corporation (CFEDC) for FY2024, be adopted. Following questions and comments by Councilmembers Sires, deBuhr, Kruse, Ganfield, Harding and Dunn, and Josh Wilson, Cedar Falls, and responses by Economic Development Coordinator Graham, Mayor Green, CFEDC Executive Director Jim Brown, and Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Harding, Ganfield, Dunn. Nay: deBuhr, Kruse, Sires. Motion Carried. The Mayor then declared Resolution #23,347 duly passed and adopted.
- 54482 - It was moved by Dunn and seconded by Harding that Resolution #23,348, 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, be adopted. Following comments and questions by Councilmembers Schultz and Kruse, and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,348 duly passed and adopted.
- 54483 - It was moved by deBuhr and seconded by Kruse that Resolution #23,349, 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, 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 #23,349 duly passed and adopted.

- 54484 - It was moved by Dunn and seconded by Harding that Resolution #23,350, approving an amendment to the Pinnacle Prairie Master Plan by reducing the number of units planned for Lot 2, Pinnacle Prairie Townhomes, Phase I, be adopted. Following questions by Councilmembers Ganfield, deBuhr and Harding, and Mayor Green, and responses by Planning & Community Services Manager Howard, and Developer Lynn Trask of BRL Development, 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 #23,350 duly passed and adopted.

- 54485 - It was moved by Kruse and seconded by Dunn that the bills and claims of October 2, 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.

- 54486 - Councilmember deBuhr recognized City Clerk Danielsen for her service. Danielsen responded.

Councilmember Ganfield announced that he is hosting a BBQ and Ministerial gathering for Councilmembers at his home.

- 54487 - It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 8:57 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 9, 2023
SUBJECT: KL Iowa 02, LLC Economic Development Project

INTRODUCTION

Ever since the City began developing plans for the expansion area of the West Viking Road Industrial Park, City staff has been working with this company on plans to construct an industrial manufacturing building totaling up to a maximum of 600,000 square feet on approximately 37 acres at the end of Venture Way. Based on those initial discussions with the company, the City platted this 37 acres into 3 separate lots to accommodate their anticipated phasing of this building project. For this initial first phase, the project would include the construction of a new 120,000 square foot building for their manufacturing facility within the new expansion area of the West Viking Road Industrial Park. Another entity of the company (KL Iowa 01, LLC) recently finished construction of a 50,000 square foot industrial building located at 6313 Production Drive. The company will continue to utilize that building for their operation, as this project would be an expansion of their current operation and would allow for the continued growth of the business. The proposed project will occur on Lot 8 of West Viking Road Industrial Park Phase V (16.40 acres total of which approximately 12 acres is buildable after setback and open space requirements). This new facility will have a minimum building valuation and permit valuation of \$9,000,000 and a total project minimum assessed valuation of \$10,312,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by KL Iowa 02, LLC, and will consist of an initial 120,000 square foot building to be located at the west end of Venture Way in the new expansion area of the West Viking Road Industrial Park. This project also includes an option to acquire the two adjoining lots to the south (Lots 9 and 10) to accommodate for future growth. Each future phase on the two lots would be a minimum of 90,000 square feet each, and in total there would be a minimum of 300,000 square feet of buildings on the three parcels. The proposed phase I project will have a minimum building valuation of \$9,000,000, and a total project

valuation including land of \$10,312,000. Each of the additional phases would include a building valuation of \$6,750,000 each, for a total building valuation over the three phases of \$22,500,000. Upon approval of this agreement, construction on phase one would commence by spring of 2024, with completion anticipated within 24 months.

COMPANY PROFILE

KCnG, “Kubica Corp Next Gen”, was founded in 2018 to advance manufacturing through automation in the local foundry supply chain. KCnG has developed technologies and processes to improve certain manufacturing processes of castings. KCnG is currently manufacturing in Cedar Falls and plans to develop a minimum of 300,000 square feet of manufacturing space for local operations along with the current 50,000 square foot site for research and development.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed KL Iowa 02, LLC project, the company would receive at no cost, Lot 8 of West Viking Road Industrial Park Phase V (16.40 acres total of which approximately 12 acres is buildable after setback and open space requirements) in the new expansion area of the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$50 per square foot valuation. Therefore, staff feels that the proposed 120,000 square foot facility with a \$9,000,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed KL Iowa 02, LLC project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual building property taxes of \$273,618:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$205,213	\$68,404	\$273,618
2	60%	\$164,171	\$109,447	\$273,618
3	45%	\$123,128	\$150,490	\$273,618
4	30%	\$82,085	\$191,532	\$273,618
5	15%	\$41,043	\$232,575	\$273,618
		<u>\$615,640</u>	<u>\$752,449</u>	<u>\$1,368,089</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new KL Iowa 02, LLC facility has commenced.

Conclusion

As this memorandum indicates, KL Iowa 02, LLC is proposing to construct a new 120,000 square foot manufacturing facility on Lot 8 of West Viking Road Industrial Park Phase V (16.40 acres total of which approximately 12 acres is buildable after setback and open space requirements). The proposed new construction building project will have a minimum building permit valuation of \$9,000,000 and a total Minimum Assessed Valuation of \$10,312,000 including land. Construction would commence this fall with completion anticipated in approximately 12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and KL Iowa 02, LLC has been reviewed by both parties, and is attached for your review and approval.

RECOMMENDATION

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

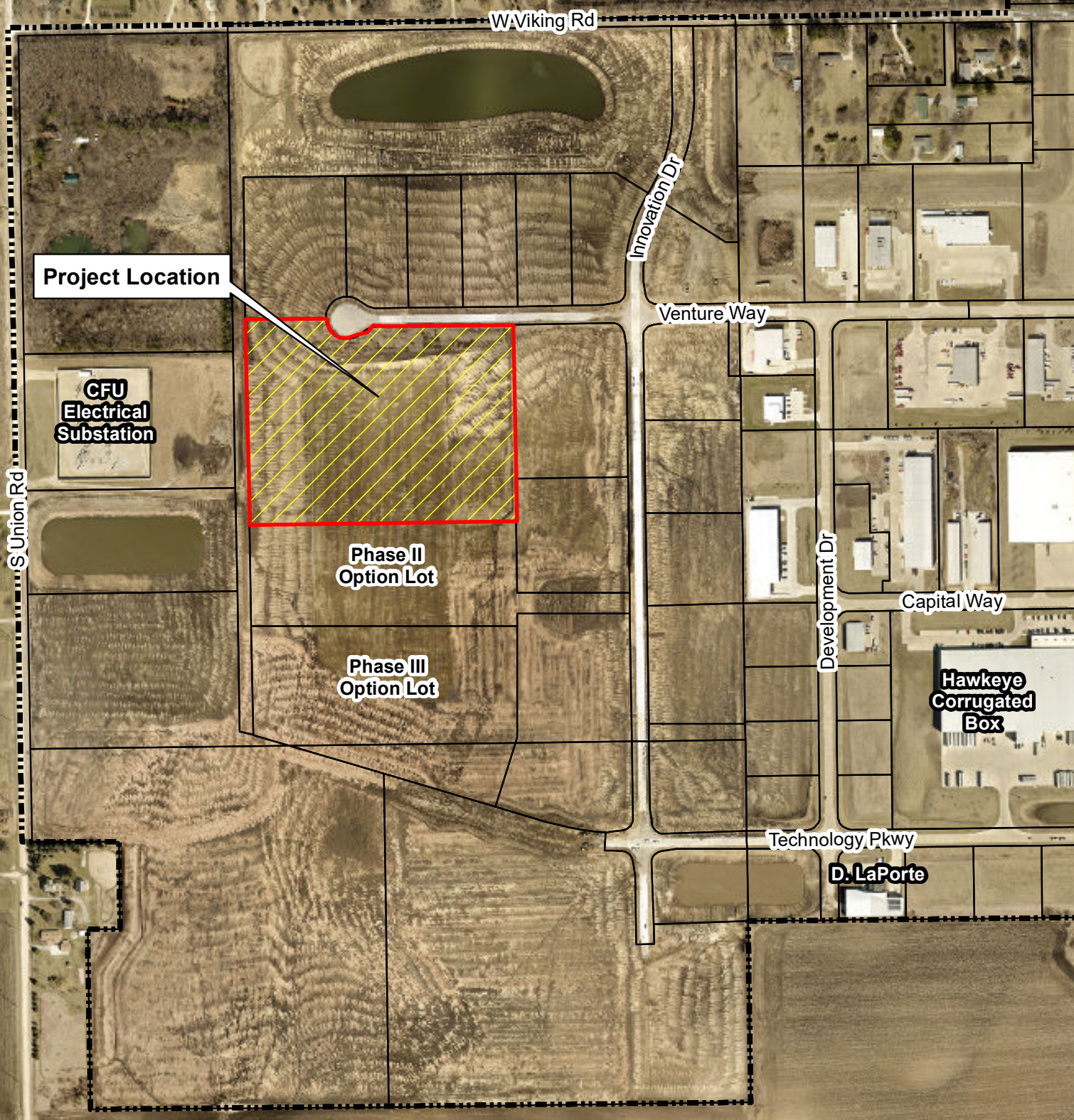
1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and KL Iowa 02, LLC, and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to KL Iowa 02, LLC.

If you have any questions regarding the proposed KL Iowa 02, LLC economic development project, please feel free to let me know.

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



KL Iowa 02, LLC
 120,000 sq. ft.
 Manufacturing Facility



AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

KL IOWA 02, LLC

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2023 ("Effective Date"), by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa (Chapter 403 hereinafter called "Urban Renewal Act"); and KL IOWA 02, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, MI 48375.

WITNESSETH:

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

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

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A-1 attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

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

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor's Minimum Actual Value means the agreed minimum actual assessed value of the Phase One Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

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

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

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

Commencement Date means the date of the issuance by the City of a building permit for the Phase One Minimum Improvements.

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

County means the County of Black Hawk, Iowa.

Deed means the form of a Deed Without Warranty substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means KL Iowa 02, LLC.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A-1 hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Industrial Use Manufacturing Facility means the Phase One Minimum Improvements.

Industrial Use Manufacturing Facility Expansion means the Phase Two Minimum Improvements.

Industrial Use Manufacturing Facility Second Expansion means the Phase Three Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements means collectively the Phase One Minimum Improvements, the Phase Two Minimum Improvements, and the Phase Three Minimum Improvements.

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

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

Option Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A-2 hereto.

Second Option Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A-3 hereto.

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

Phase One Minimum Improvements shall mean the construction of an Industrial Use Manufacturing Facility on the Development Property totaling at least 120,000 square feet

of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Phase Two Minimum Improvements shall mean the construction of an Industrial Use Manufacturing Facility Expansion totaling a minimum of 90,000 square feet of finished space constructed on the Development Property, the Option Property, or a combination thereof.

Phase Three Minimum Improvements shall mean the construction of an Industrial Use Manufacturing Facility Second Expansion totaling a minimum of 90,000 square feet of finished space constructed on the Development Property, the Second Option Property, or a combination thereof.

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

State means the State of Iowa.

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

Termination Date means the date of expiration of the Minimum Assessment Agreement, as provided in Section 13.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

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

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Phase One Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.

- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1, P Planned Light Industrial District”. The “M-1, P Planned Light Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct an Industrial Use Manufacturing Facility ("Phase One Minimum Improvements") on the 16.40-acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A-1.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.

- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of this Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Phase One Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Phase One Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Phase One Minimum Improvements may be lawfully constructed.
- (h) The construction of the Phase One Minimum Improvements will require a total investment of not less than Nine Million Dollars and no/100 Dollars (\$9,000,000.00), and a taxable valuation of Ten Million Three Hundred Twelve Thousand Dollars and no/100 Dollars (\$10,312,000.00) is reasonable for the Phase One Minimum Improvements and the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Phase One

Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.

- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Phase One Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Phase One Minimum Improvements will be substantially completed by the 1st day of June, 2026.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF PHASE ONE MINIMUM IMPROVEMENTS

Section 3.1. Construction of Phase One Minimum Improvements. The Developer agrees that it will cause the Phase One Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Phase One Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Phase One Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Nine Million Dollars and no/100 Dollars (\$9,000,000.00).

Section 3.2. Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Phase One Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Nine Million Dollars and no/100 Dollars (\$9,000,000.00), by no later than the 1st day of April, 2024. The Developer and the City acknowledge and agree that there may be more than one building permit applied for that together will constitute the

minimum value stated herein, depending upon the phasing of construction of the Phase One Minimum Improvements.

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

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

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Phase One Minimum Improvements to be undertaken by no later than the 1st day of April, 2024, and completed (i) by no later than the 1st day of June, 2026, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Phase One Minimum Improvements shall not affect the date upon which the Assessor's Minimum

Actual Value shall become effective. All work with respect to the Phase One Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Phase One Minimum Improvements to inspect such construction.

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

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

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date.
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement,

be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.

- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Phase One Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Phase One Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional

insured for the City's liability or loss arising out of or in any way associated with the Phase One Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall also contain a Governmental Immunities endorsement in a form acceptable to the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Phase One Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Phase One Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Phase One Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Phase One Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the

Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.

- (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Phase One Project Minimum Improvements.
- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase One Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Phase One Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.

- (e) The Developer shall complete the repair, reconstruction and restoration of the Phase One Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Phase One Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Minimum Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Phase One Minimum Improvements (or, in the event only a part of Phase One Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Phase One Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value of not less than Ten Million Three Hundred Twelve Thousand Dollars and no/100 Dollars (\$10,312,000.00) as of the completion of the Phase One Minimum Improvements, but no later than January 1, 2027. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual assessed value to the Phase One Minimum Improvements or the Development Property, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual assessed value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual assessed value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement, as may be amended from time to time, shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2036 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against

any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Phase One Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

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

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

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

- (a) It will not seek any tax exemption (except as may be granted under Section 8.15 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Phase One Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

- (c) It will not seek any tax deferral or abatement, except as specifically provided for in Section 8.15 of this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Phase One Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, except for any emergency utility needs in the case of unavailability or interruption of City-owned utility services, which may be secured from alternative sources. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2027, and ending on November 1, 2036, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the

Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

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

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 13.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Phase One Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 13.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 12.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.15 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.15 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

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

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition

to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Phase One Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Phase One Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest

extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Phase One Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Phase One Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Phase One Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Phase One Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer

under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

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

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

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

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing

Date. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 60 days from the execution of this Agreement in which to inspect the Development Property for environmental contamination or deficiencies, and during this period, may cancel this Agreement due to the existence of any such environmental contamination or deficiencies by giving the City written notice of its decision to cancel this Agreement. The City authorizes Developer and its agents and contractors to access the Development Property for purposes of environmental inspection. Such environmental inspection shall be at Developer's sole cost and risk, and Developer agrees that Article XI, Indemnification, shall apply to such environmental inspection.

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

Section 8.6. Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1st day of March, 2024, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7. Recordation of Deed. The City shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The City shall pay all costs for so recording the Deed.

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

Section 8.9. Real Estate Taxes; Special Assessments. The Developer acknowledges that the City is a tax-exempt government entity, and the Developer agrees that the City shall not be required to pay any real estate taxes or special assessments which are a lien on the Developer Property as of the Closing Date, or to give the Developer a credit for prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Development Property.

Section 8.10. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing

insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Development Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 8.11. Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to my breach of the foregoing certification.

Section 8.12. No Real Estate Agent or Broker. The Developer and the City each represent and warrant to the other that no brokerage commission, finder’s fee or other compensation is due and payable hereunder; furthermore, the Developer and the City each, one to the other, agree to indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming by, through or under the acts or agreements of the indemnifying party.

Section 8.13. Conditions Precedent to Conveyance of Property. The City’s obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the completion of the Phase One Minimum Improvements in an amount sufficient, together with equity commitments, to complete the Phase One Minimum Improvements in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer’s financial ability as in the reasonable judgment of the City is required for the Phase One Minimum Improvements;

- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (d) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.14. Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Phase One Minimum Improvements on the Development Property by no later than July 1, 2024, and commencement of construction does not appear imminent by no later than July 1, 2024, then Developer shall have committed an Event of Default within the meaning of Article XII and Section 12.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 12.2(d) of this Agreement by no later than September 1, 2024.

Section 8.15. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Phase One Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Phase One Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Phase One Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Phase One Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Phase One Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Phase One Minimum Improvements are fully assessed – 15% exemption of the actual value added.

Section 8.16. Survival. All terms of this Article VIII shall survive the Closing.

ARTICLE IX. DEVELOPER'S OPTION

Section 9.1. Grant of Option. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement, the City hereby grants Developer an irrevocable option (hereinafter the "Option") to acquire the property described in Exhibit A-2 attached to this Agreement (hereinafter the "Option Property"), on the terms and conditions set forth in this Article.

Section 9.2. Option to Acquire Option Property. The Developer's option to acquire the Option Property under this Article shall be on the following terms:

- (a) The Option shall commence on the Effective Date of this Agreement set forth on page 5 hereof.
- (b) The Option shall be irrevocable until the earlier of: (i) the date Developer commits an uncured Event of Default under this Agreement; or (ii) December 31, 2026 (hereinafter the "Option Expiration Date.").
- (c) Developer may exercise the Option prior to the Option Expiration Date only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and only for so long as Developer shall not be in default thereunder.
- (d) To exercise its option to acquire the Option Property, Developer shall send a notice in writing to the City that it desires to exercise its Option to acquire the Option Property and that it will do so in the following way:
 - 1) By agreeing in writing to construct the Phase Two Minimum Improvements, consisting of the Industrial Use Manufacturing Facility Expansion with a minimum actual assessed value of at least \$6,750,000.00 for the Industrial Use Manufacturing Facility Expansion (building value only). Together with the assumed assessed value of \$747,200.00 for the land that comprises the Option Property, the total minimum actual assessed value for the Industrial Use Manufacturing Facility Expansion and Option Property shall be at least \$7,497,200.00. Said minimum actual assessed value shall be over and above the actual assessed value of the Phase One Minimum Improvements and Development Property.

- (e) In the event Developer exercises its Option to acquire the Option Property, and as a condition precedent to closing on the Option Property, the following provisions shall apply:
- 1) Developer shall execute an agreement for private development and minimum assessment agreement with the City on such terms and conditions as the City, in its sole discretion, deems appropriate, within sixty (60) days from the date of the City's receipt of Developer's timely, proper written notice of exercise of Developer's Option to acquire the Option Property and promise to construct an Industrial Use Manufacturing Facility Expansion.
 - 2) The terms and conditions of such agreement for private development shall include without limitation provisions substantially similar to the following provisions of this Agreement:
 - i. Article II, Representations and Warranties;
 - ii. Article III, Construction of Minimum Improvements;
 - iii. Article IV, Restrictions Upon Use of Development Property;
 - iv. Article V, Insurance;
 - v. Article VI, Assessment Agreement and Other Covenants;
 - vi. Article VII, Prohibitions Against Assignment and Transfer;
 - vii. Article VIII, Conveyance of Development Property; Conditions
 - viii. Article XI, Indemnification;
 - ix. Article XII, Remedies; and
 - x. Article XIII, Miscellaneous.
 - 3) Such agreement for private development shall not entitle Developer to any partial property tax exemption with respect to the Phase Two Minimum Improvements that comprise the Industrial Use Manufacturing Facility Expansion or the land comprising the Option Property, and shall not entitle the Developer to any economic development grants or property tax rebates with respect thereto, and shall include a minimum assessment agreement that establishes the

minimum assessed value of the Option Property and Industrial Use Manufacturing Facility Expansion at no less than \$6,750,000.00 for the Industrial Use Manufacturing Facility Expansion and \$747,200.00 for the land that comprises the Option Property, for a total of \$7,497,200.00, for a period of ten (10) years following the first day of January immediately subsequent to completion of the construction of the Industrial Use Manufacturing Facility Expansion.

- 4) The Developer shall apply to the City for a building permit based upon a building permit valuation amount for the Industrial Use Manufacturing Facility Expansion of at least \$6,750,000.00, and shall pay all necessary permit fees in connection therewith, within 120 days of exercising its Option, but in no event later than April 30, 2027, and shall commence construction of the Industrial Use Manufacturing Facility Expansion within 120 days of exercising its Option, but in no event later than April 30, 2027.
- 5) The Developer shall complete construction of the Industrial Use Manufacturing Facility Expansion within two (2) years of the date of issuance of the building permit therefore.
- 6) The Industrial Use Manufacturing Facility Expansion may be either a new building or structure, or an expansion of the original Industrial Use Manufacturing Facility that shall comprise the Phase One Minimum Improvements, and may either be located on the Development Property, on the Option Property, or partially on each such property.

Section 9.3. Expiration of Option. If the Developer fails to notify the City in a timely manner of the exercise of its option to acquire the Option Property by the means described in subsection 9.2(d) by the Option Expiration Date, Developer's Option shall expire on the Option Expiration Date, and Developer shall have no further rights in and to the Option Property. The City shall thereafter own the Option Property free and clear of any right, title, interest or claim of the Developer.

Section 9.4. Option Personal to Developer. The rights of Developer as described in this Article IX are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

ARTICLE X. DEVELOPER'S SECOND OPTION

Section 10.1. Grant of Second Option. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement or a similar agreement entered with respect to the Option Property, the City hereby grants Developer an irrevocable second option (hereinafter the "Second Option") to acquire the property described in Exhibit A-3 attached to this Agreement (hereinafter the "Second Option Property"), on the terms and conditions set forth in this Article.

Section 10.2. Option to Acquire Second Option Property. The Developer's option to acquire the Second Option Property under this Article shall be on the following terms:

- (a) The Second Option shall commence on the Effective Date of this Agreement set forth on page 5 hereof.
- (b) The Second Option shall be irrevocable until the earlier of: (i) the date Developer commits an uncured Event of Default under this Agreement or a similar agreement with respect to the Option Property; or (ii) December 31, 2028 (hereinafter the "Second Option Expiration Date.>").
- (c) Developer may exercise the Second Option prior to the Second Option Expiration Date only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and shall have performed all of its obligations to the City as set forth in the agreement for private development in connection with the exercise of its Option with respect to the Option Property, and only for so long as Developer shall not be in default thereunder.
- (d) To exercise its option to acquire the Second Option Property, Developer shall send a notice in writing to the City that it desires to exercise its Second Option to acquire the Second Option Property and that it will do so in the following way:
 - 1) By agreeing in writing to construct the Phase Three Minimum Improvements, consisting of the Industrial Use Manufacturing Facility Second Expansion with a minimum actual assessed value of at least \$6,750,000.00 for the Industrial Use Manufacturing Facility Second Expansion. Together with the assumed assessed value of \$748,000.00 for the land that comprises the Second Option Property, the total minimum actual taxable value for the Industrial Use Manufacturing

Facility Second Expansion and Second Option Property shall be at least \$7,498,000.00. Said minimum actual assessed value shall be over and above the actual assessed value of the Phase One Minimum Improvements and Development Property and the actual taxable assessed value of the Phase Two Minimum Improvements and Option Property.

- (e) In the event Developer exercises its Second Option to acquire the Second Option Property, and as a condition precedent to closing on the Second Option Property, the following provisions shall apply:
- 1) Developer shall execute an agreement for private development and minimum assessment agreement with the City on such terms and conditions as the City, in its sole discretion, deems appropriate, within sixty (60) days from the date of the City's receipt of Developer's timely, proper written notice of exercise of its Second Option to acquire the Second Option Property and promise to construct an Industrial Use Manufacturing Facility Second Expansion.
 - 2) The terms and conditions of such agreement for private development shall include without limitation provisions substantially similar to the following provisions of this Agreement:
 - i. Article II, Representations and Warranties;
 - ii. Article III, Construction of Minimum Improvements;
 - iii. Article IV, Restrictions Upon Use of Development Property;
 - iv. Article V, Insurance;
 - v. Article VI, Assessment Agreement and Other Covenants;
 - vi. Article VII, Prohibitions Against Assignment and Transfer;
 - vii. Article VIII, Conveyance of Development Property; Conditions
 - viii. Article XI, Indemnification;
 - ix. Article XII, Remedies; and
 - x. Article XIII, Miscellaneous.

- 3) Such agreement for private development shall not entitle Developer to any partial property tax exemption with respect to the Phase Three Minimum Improvements that comprise the Industrial Use Manufacturing Facility Second Expansion or the land comprising the Second Option Property, and shall not entitle the Developer to any economic development grants or property tax rebates with respect thereto, and shall include a minimum assessment agreement that establishes the minimum assessed value of the Second Option Property and Industrial Use Manufacturing Facility Second Expansion at no less than \$6,750,000.00 for the Industrial Use Manufacturing Facility Second Expansion and \$748,000.00 for the land that comprises the Option Property, for a total of \$7,498,000.00, for a period of ten (10) years following the first day of January immediately subsequent to completion of the construction of the Industrial Use Manufacturing Facility Second Expansion.
- 4) The Developer shall apply to the City for a building permit based upon a building permit valuation amount for the Industrial Use Manufacturing Facility Second Expansion of at least \$6,750,000.00, and shall pay all necessary permit fees in connection therewith, within 120 days of exercising its Option, but in no event later than April 30, 2029, and shall commence construction of the Industrial Use Manufacturing Facility Second Expansion within 120 days of exercising its Second Option, but in no event later than April 30, 2029.
- 5) The Developer shall complete construction of the Industrial Use Manufacturing Facility Second Expansion within two (2) years of the date of issuance of the building permit therefore.
- 6) The Industrial Use Manufacturing Facility Second Expansion may be either a new building or structure, or an expansion of the original Industrial Use Manufacturing Facility that shall comprise the Phase One Minimum Improvements, Phase Two Minimum Improvements, and may either be located on the Development Property, on the Option Property, on the Second Option Property, or partially on each such property.

Section 10.3. Expiration of Second Option. If the Developer fails to notify the City in a timely manner of the exercise of its option to acquire the Second Option Property by the means described in Section 10.2 by the Second Option Expiration Date, Developer's Second Option shall expire on the Second Option Expiration Date, and Developer shall have no further rights in and to the Second Option Property. The City shall thereafter own

the Second Option Property free and clear of any right, title, interest or claim of the Developer.

Section 10.4. Second Option Personal to Developer. The rights of Developer as described in this Article X are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

ARTICLE XI. INDEMNIFICATION

Section 11.1. Release and Indemnification Covenants.

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

ARTICLE XII. REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Phase One Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Phase One Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.11 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) Failure to enter into an agreement for private development in connection with Developer's exercise of its Option to acquire the Option Property in accordance with subsection 9.2(e);

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

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

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

- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 12.2 of this Article, then the City may proceed as provided in subsection 12.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 12.5.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such

right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 12.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XIII. MISCELLANEOUS

Section 13.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 13.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability.

Section 13.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Dennis Kubica
Member
KL Iowa 02, LLC
25575 Heslip Drive
Novi, MI 48375

With a copy to: Charles Augustine
Klatt, Augustine & Rastede, P.C.
531 Commercial Street, Suite 250
Waterloo, IA 50701

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

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 13.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 13.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 13.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 13.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 13.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 13.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 13.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 13.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 13.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 13.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 13.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 13.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall

be rendered null and void; however, in that event, Developer shall proceed as described in Section 12.2(d) of this Agreement.

Section 13.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 13.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 13.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 13.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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

[Signature Page to Follow]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

DEVELOPER

KL Iowa 02, LLC,
an Iowa limited liability company

By: _____
Dennis Kubica, Member

By: _____
Jen Kubica, Member

STATE OF MICHIGAN, COUNTY OF OAKLAND, ss.

This record was acknowledged before me on the _____ day of _____, 2023, by Dennis Kubica and Jen Kubica, Members, KL Iowa 02, LLC, an Iowa limited liability company.

Notary Public in and for the State of Michigan

EXHIBIT A-1

DEVELOPMENT PROPERTY

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

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less).

EXHIBIT A-2

OPTION PROPERTY

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

Lot 9, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.34 acres more or less).

EXHIBIT A-3

SECOND OPTION PROPERTY

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

Lot 10, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.35 acres more or less).

EXHIBIT B

PHASE ONE MINIMUM IMPROVEMENTS

The Phase One Minimum Improvements shall consist of the construction of an Industrial Use Manufacturing Facility totaling at least 120,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

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

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

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	April 1, 2024
Substantial Completion	June 1, 2026
Issuance of Occupancy Permit	June 1, 2026

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, (Chapter 403 hereinafter called "Urban Renewal Act"); and KL Iowa 02, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, MI 48375; did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less)

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2023, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and KL IOWA 02, LLC, an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

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

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less)

(the "Development Property"); and

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

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

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

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

1. Upon substantial completion of construction of the above-referenced Phase One Minimum Improvements by the Developer, but no later than January 1, 2027, the minimum actual assessed value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the Development Property, in the aggregate, shall be not less than Ten Million Three Hundred Twelve Thousand Dollars and no/100 Dollars (\$10,312,000.00) (hereafter referred to as the

"Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Phase One Minimum Improvements will be completed on or before June 1, 2026.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Phase One Minimum Improvements or to the 16.40 acres of land, which comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2036.

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

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

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

[signature page to follow]

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

KL Iowa 02, LLC
An Iowa limited liability company

By: _____
Dennis Kubica, Member

By: _____
Jen Kubica, Member

STATE OF MICHIGAN, COUNTY OF OAKLAND ss.

This instrument was acknowledged before me on the _____ day of _____, 2023, by Dennis Kubica and Jen Kubica, Members, KL Iowa 02, LLC, an Iowa limited liability company.

Notary Public in and for the State of Michigan

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Phase One Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Phase One Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Phase One Minimum Improvements and the 16.40 acres of land which comprise the Development Property, upon completion of the Phase One Minimum Improvements but not later than January 1, 2027 shall not be less than \$10,312,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

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

Notary Public in and for the State of Iowa

Date

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$10,312,000.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT E
FORM OF LEGAL OPINION

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

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and KL Iowa 02, LLC, an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for KL Iowa 02, LLC (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2023, we hereby render the following opinion:

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

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

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

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

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

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

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

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

Very truly yours,

KLATT, AUGUSTINE & RASTEDE, P.C.

By: _____
Charles Augustine, Attorney at Law
531 Commercial Street, Suite 250
Waterloo, IA 50701

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and KL Iowa 02, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, Michigan 48375, did on or about the ____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2023, and terminates on the 31st day of December, 2036, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

KL Iowa 02, LLC
an Iowa limited liability company.

By: _____
Dennis Kubica, Member

By: _____
Jen Kubica, Member

STATE OF MICHIGAN, COUNTY OF OAKLAND, ss:

This record was acknowledged before me on the ____ day of _____, 2023,
by Dennis Kubica and Jen Kubica, Members, KL Iowa 02, LLC, an Iowa limited liability
company.

Notary Public in and for the State of Michigan

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND KL IOWA 02, LLC, AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO KL IOWA 02, LLC.

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

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

WHEREAS, the City has received a proposal from KL Iowa 02, LLC ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Manufacturing Facility totaling at least 120,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the

conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

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

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual assessed value of the improvements to be constructed thereon would be established at an amount not less than \$10,312,000.00 for a period through December 31, 2036; and

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

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

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Deed Without Warranty conveying title to the Development Property to the Developer.

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

PASSED AND APPROVED this ____ day of _____, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

CERTIFICATE

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

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

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

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to KL Iowa 02, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

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

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

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

Dated: _____.

GRANTOR:

By: _____

Robert M. Green, Mayor

By: _____

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK:

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

NOTARY PUBLIC IN AND FOR IOWA

My commission expires: _____

**DEED WITHOUT WARRANTY
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: KL Iowa 02, LLC, 25575 Heslip Drive, Novi, MI 48375; (313)407-6926

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantor: City of Cedar Falls, Iowa

Grantee: KL Iowa 02, LLC

Legal Description: See Page 2



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 16, 2023
SUBJECT: Easement Vacation - West Viking Road Industrial Park Phase V, Lots 17 & 18

REQUEST: Request to vacate a 28-foot-wide drainage easement Case #VAC23-002

PETITIONER: City of Cedar Falls

LOCATION: 28-foot-wide drainage easement along the east boundary of 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. This easement is identified in the West Viking Road Industrial Park Phase V. The property is currently owned by the City.

ANALYSIS

There is a company looking to locate a distribution center in the Industrial Park that requires the combining of all lots within the yellow box on



the right. The blue highlighted strip is the 28-foot easement that will need to be vacated to allow a large facility to be built on these lots. The original intent of the drainage easement was to provide drainage access to all east and west adjacent properties allowing water to drain southward and into the basin located on the south side of Technology Parkway. Since these lots are anticipated to be combined into one development lot under one owner, the centrally located drainage easement no longer makes sense and unnecessarily encumbers the lot. The developer will be responsible for demonstrating on their site plan how stormwater will be managed and directed to the storm sewer according to City requirements.

TECHNICAL COMMENTS

City technical review staff does not have any concerns with the vacation of the 28-foot-wide drainage easement along the east side of Lots 17 and 18 at northeast block of the intersection of Technology Parkway and Innovation Drive. The 25 by 40-foot storm sewer easement on the south end will remain as noted on the attached plat.

STAFF RECOMMENDATION

The Planning and Zoning Commission at their September 13 meeting reviewed this proposal and with a vote of 8 to 0 recommends 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.

PLANNING & ZONING COMMISSION

Discussion/Vote
9/13/2023

Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that there is a drainage easement across the eastern edge of Lots 17 & 18 at the northeast block of Technology Parkway and Innovation Drive and noted that the property is owned by the City. A company would like to locate a distribution center in the Industrial Park that requires the combining of all lots within that section of the area. He explained that the original intent of the easement was to provide drainage access to all east and west adjacent properties allowing water to drain southward into the basin located on the south side of Technology Parkway. As the lots are to be combined the drainage easement is no longer necessary. The developer will be responsible for demonstrating on their site plan how stormwater will be managed and directed to the storm sewer according to City requirements at the time of site plan review. Mr. Sevy provided renderings that clarify what is being vacated. Staff recommends approval of the vacation.

Ms. Moser made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Crisman, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 nays.

Attachments: Resolution
Vacation Plat

Prepared by: Chris Sevy, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION VACATING A DRAINAGE EASEMENT IN WEST VIKING INDUSTRIAL PARK PHASE V, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, a request with the attached easement vacation exhibit was submitted to the Cedar Falls Planning and Zoning Commission to vacate the drainage easement over the east 28-feet of lot 17 and the east 28 feet of lot 18, West Viking Road Industrial Park Phase V, in the City of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, the original intent of the drainage easement was to provide drainage access to all east and west adjacent properties allowing water to drain southward and into the basin located on the south side of Technology Parkway, and

WHEREAS, all lots adjacent to the drainage easement on the east and west are proposed to be developed under one owner which development will be required to manage and direct stormwater accordingly, rendering the subject drainage easement no longer necessary, and

WHEREAS, the Planning and Zoning Commission has recommended approval of said request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the 28-foot drainage easement is hereby vacated 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.

INTRODUCED AND ADOPTED this _____ day of _____, 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

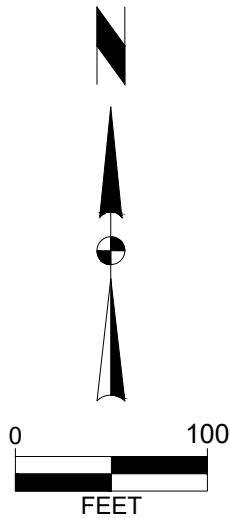
REQUESTED BY:
 CITY OF CEDAR FALLS

PROPRIETOR:
 CITY OF CEDAR FALLS

Item 4.

AREA ABOVE RESERVED FOR RECORDER

EASEMENT VACATION EXHIBIT



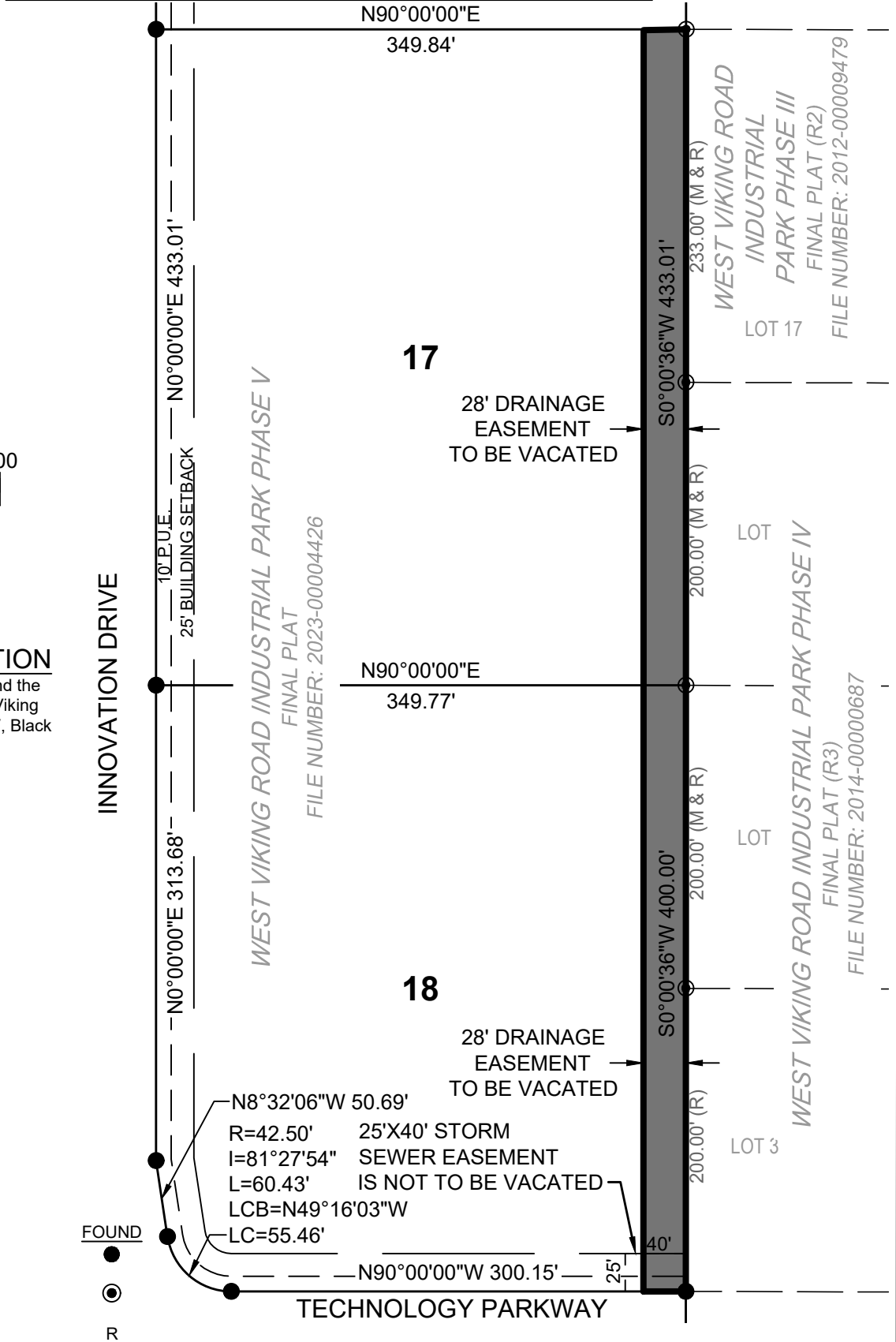
LEGAL DESCRIPTION

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
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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



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M Green and City Council

FROM: David Wicke, PE

DATE: October 10, 2023

SUBJECT: North Cedar Heights Area Reconstruction Phase II
 City Project No. RC-092-3271
 Public Hearing for 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.

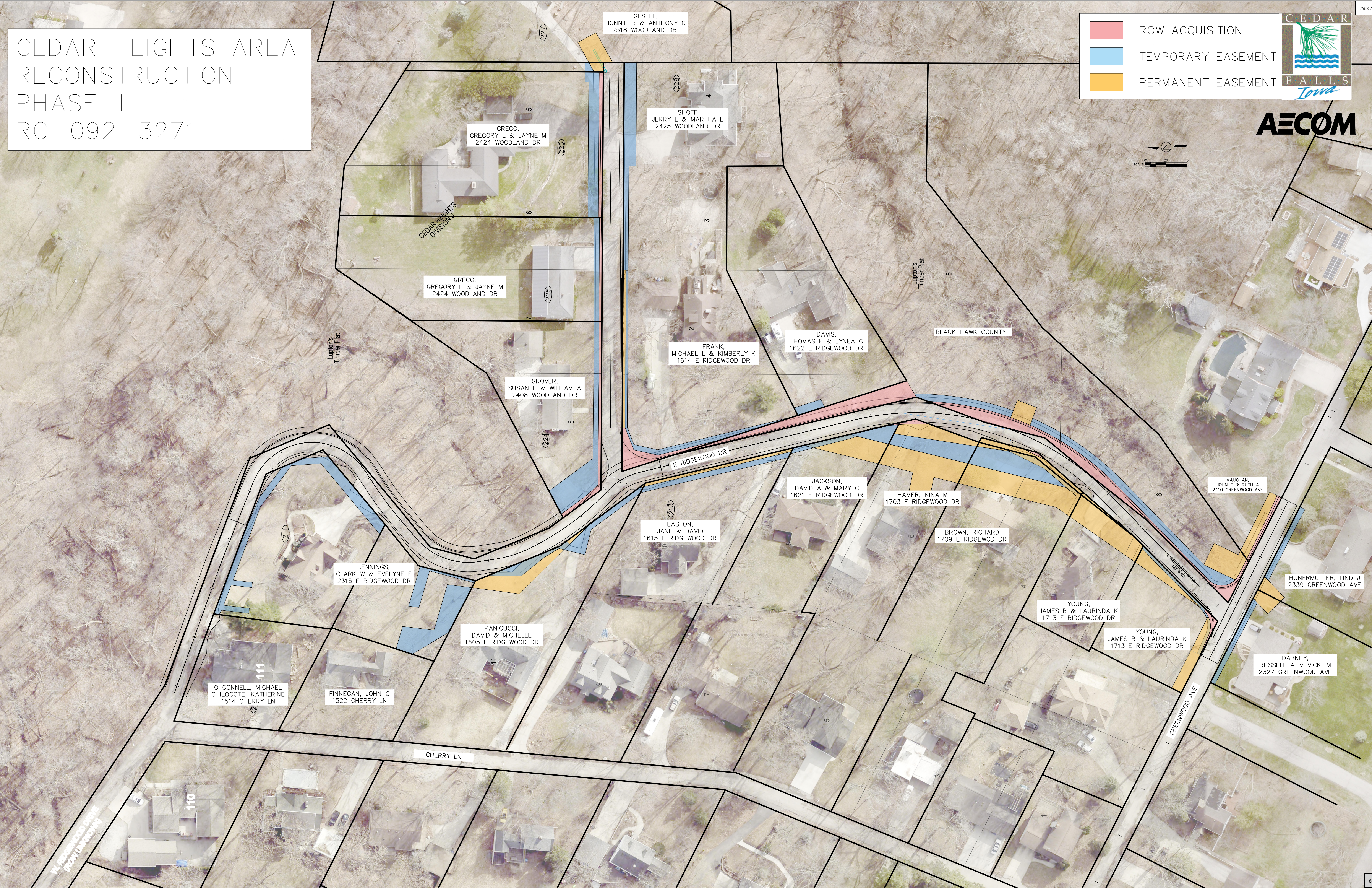
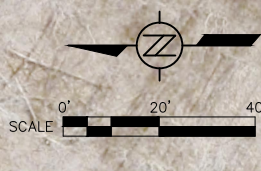
Plans for the project show the need for fee title and/or easement acquisitions from nineteen (19) properties. The included exhibit shows the anticipated easements and fee title at the current phase of design.

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.

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

MAUGHAN,
JOHN F & RUTH A
2410 GREENWOOD AVE

HUNERMULLER, LIND J
2339 GREENWOOD AVE

EASTON,
JANE & DAVID
1615 E RIDGEWOOD DR

YOUNG,
JAMES R & LAURINDA K
1713 E RIDGEWOOD DR

YOUNG,
JAMES R & LAURINDA K
1713 E RIDGEWOOD DR

DABNEY,
RUSSELL A & VICKI M
2327 GREENWOOD AVE

JENNINGS,
CLARK W & EVELYNE E
2315 E RIDGEWOOD DR

PANICUCCI,
DAVID & MICHELLE
1605 E RIDGEWOOD DR

O'CONNELL, MICHAEL
CHILOCOTE, KATHERINE
1514 CHERRY LN

FINNEGAN, JOHN C
1522 CHERRY LN

CHERRY LN

GREENWOOD AVE

E RIDGEWOOD DRIVE
(NOT IN RECORD)



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: October 16th, 2023

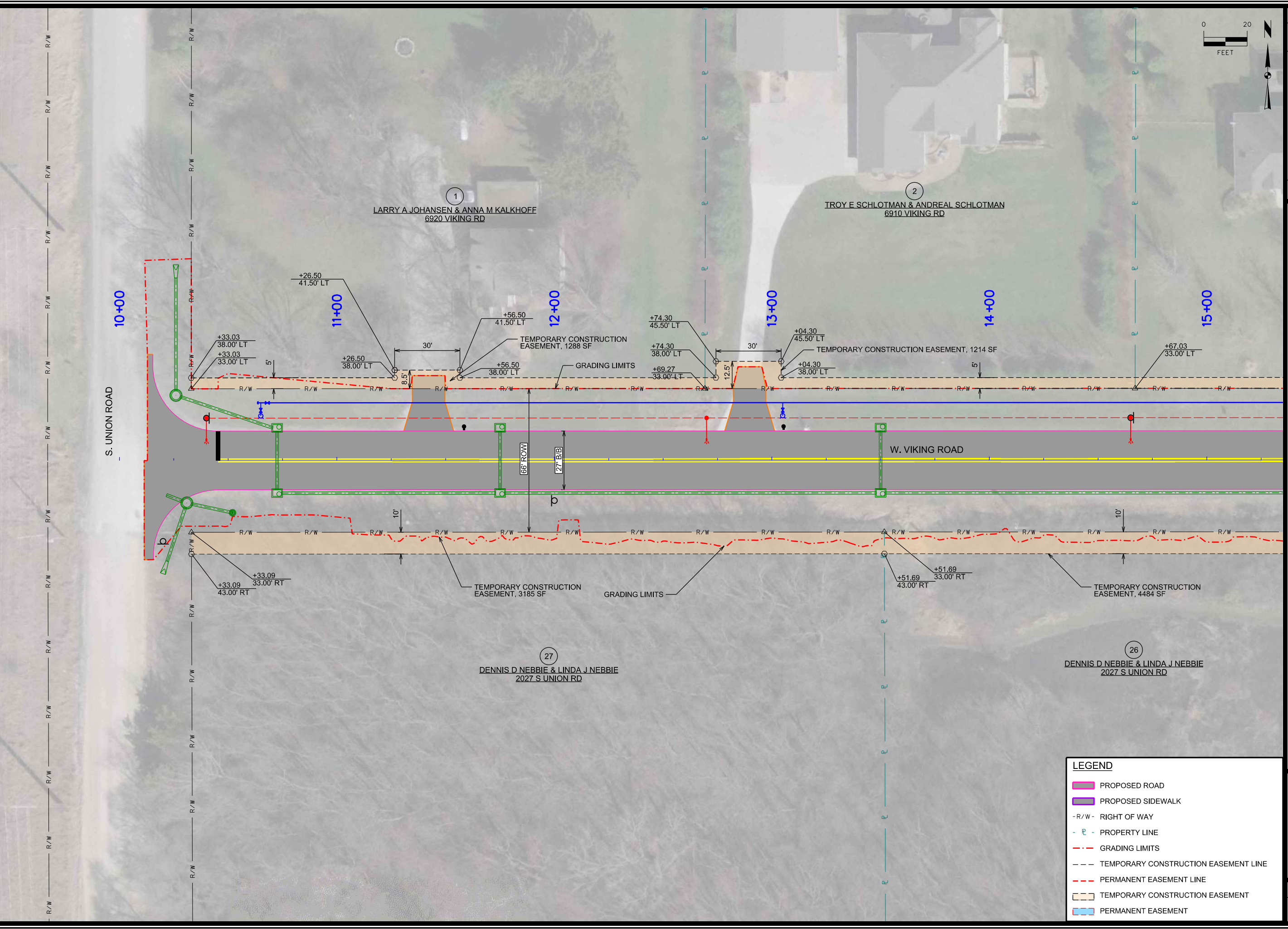
SUBJECT: West Viking Road Reconstruction
 City Project Number: RC-362-3212
 Public Hearing for Right of Way Acquisition

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.

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

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MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Date: 4/20/2023	Field Bk:
Technician: EIG			
Project No: 1181174K		Sheet 6.	

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

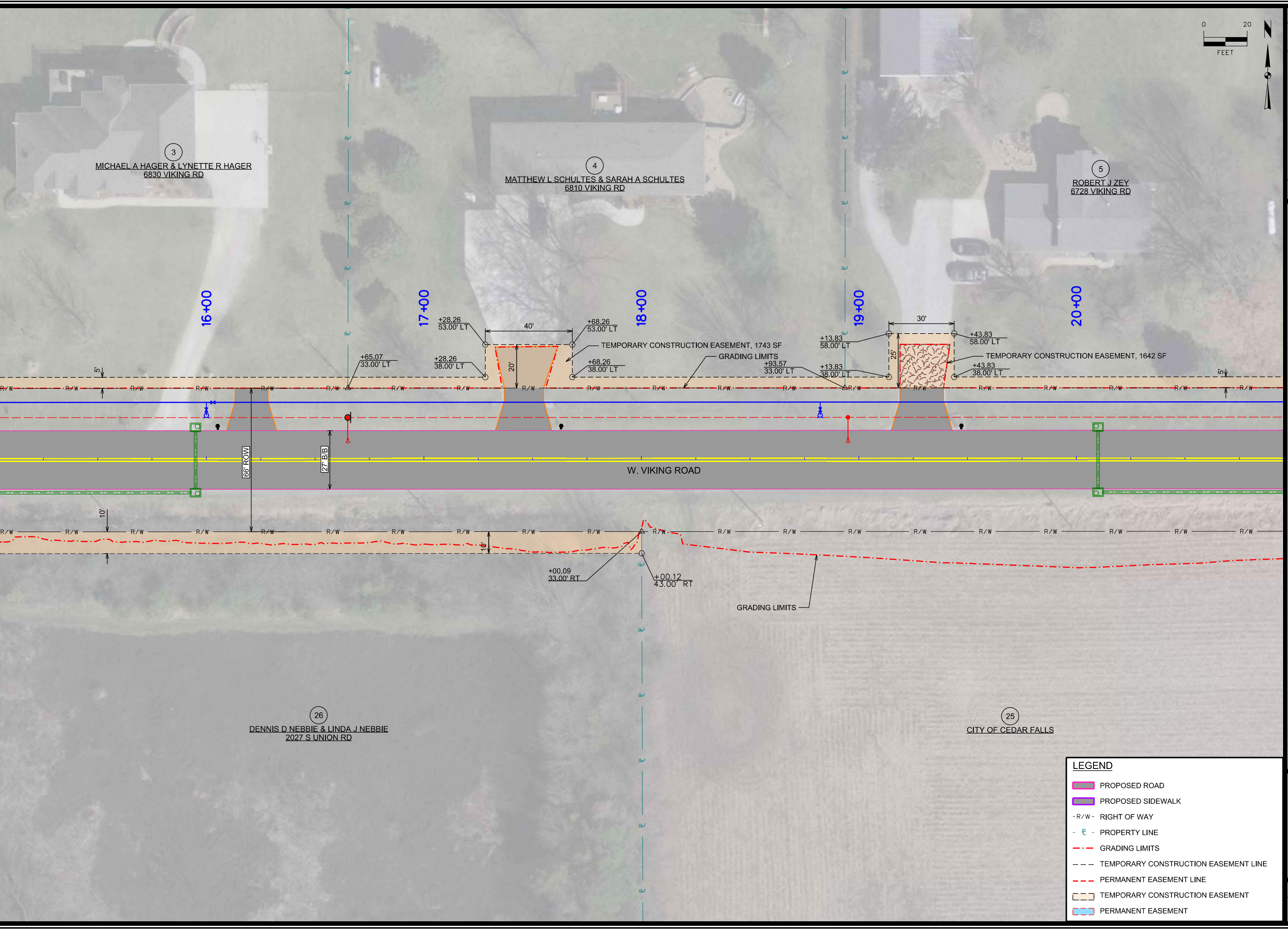
SNYDER & ASSOCIATES

Project No: 1181174K
 Sheet 87

LEGEND

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W - RIGHT OF WAY
- P - PROPERTY LINE
- - - GRADING LIMITS
- - - TEMPORARY CONSTRUCTION EASEMENT LINE
- - - PERMANENT EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT

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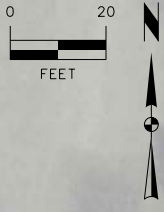
3
 MICHAEL A HAGER & LYNETTE R HAGER
 6830 VIKING RD

4
 MATTHEW L SCHULTES & SARAH A SCHULTES
 6810 VIKING RD

5
 ROBERT J ZEY
 6728 VIKING RD

26
 DENNIS D NEBBIE & LINDA J NEBBIE
 2027 S UNION RD

25
 CITY OF CEDAR FALLS



MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: JMS	Scale:	
Technician: EIG	Date: 4/20/2023	Field Bc:	
		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

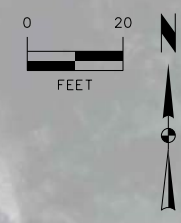
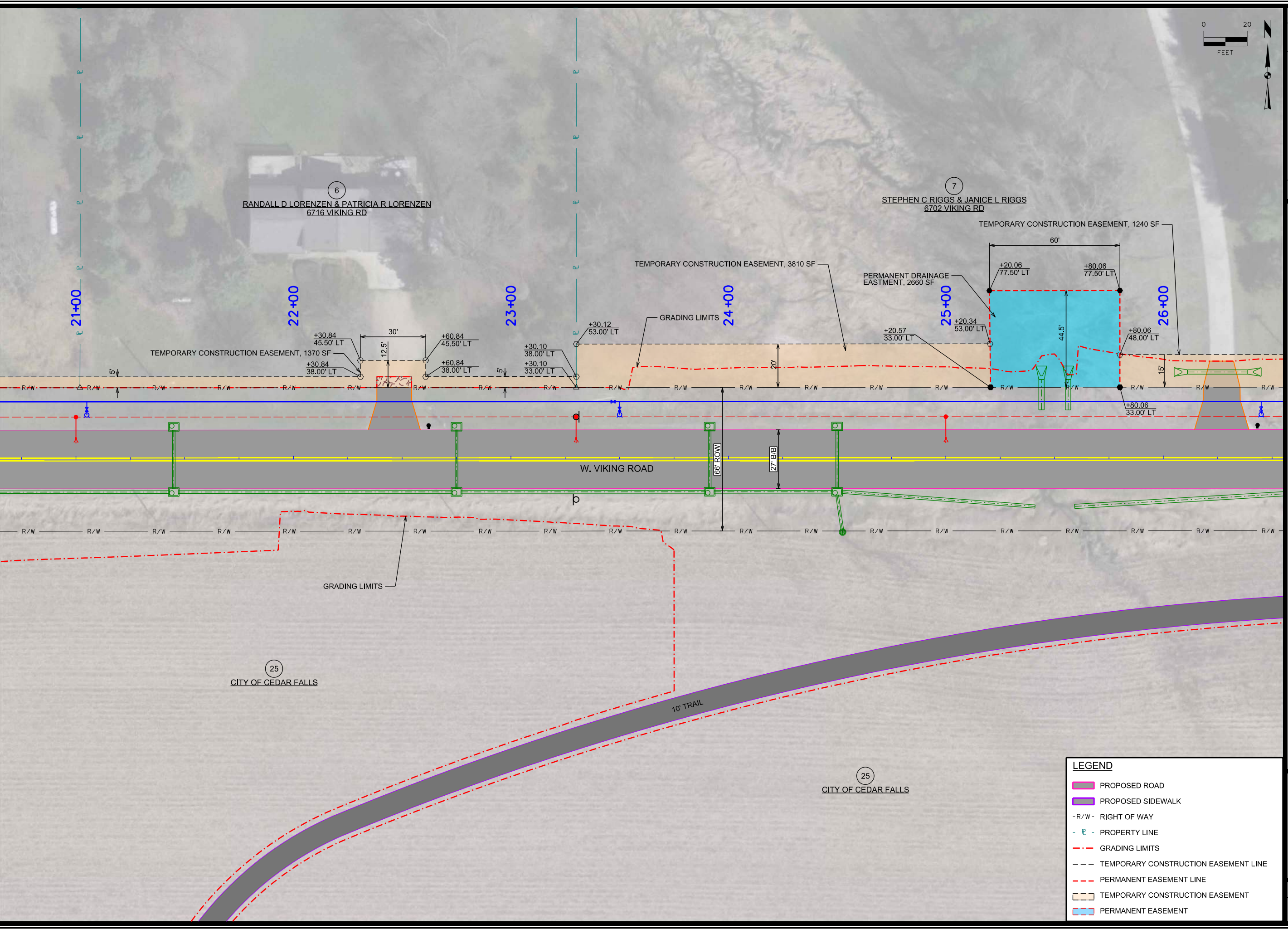
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Project No: 1181174K
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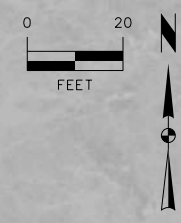
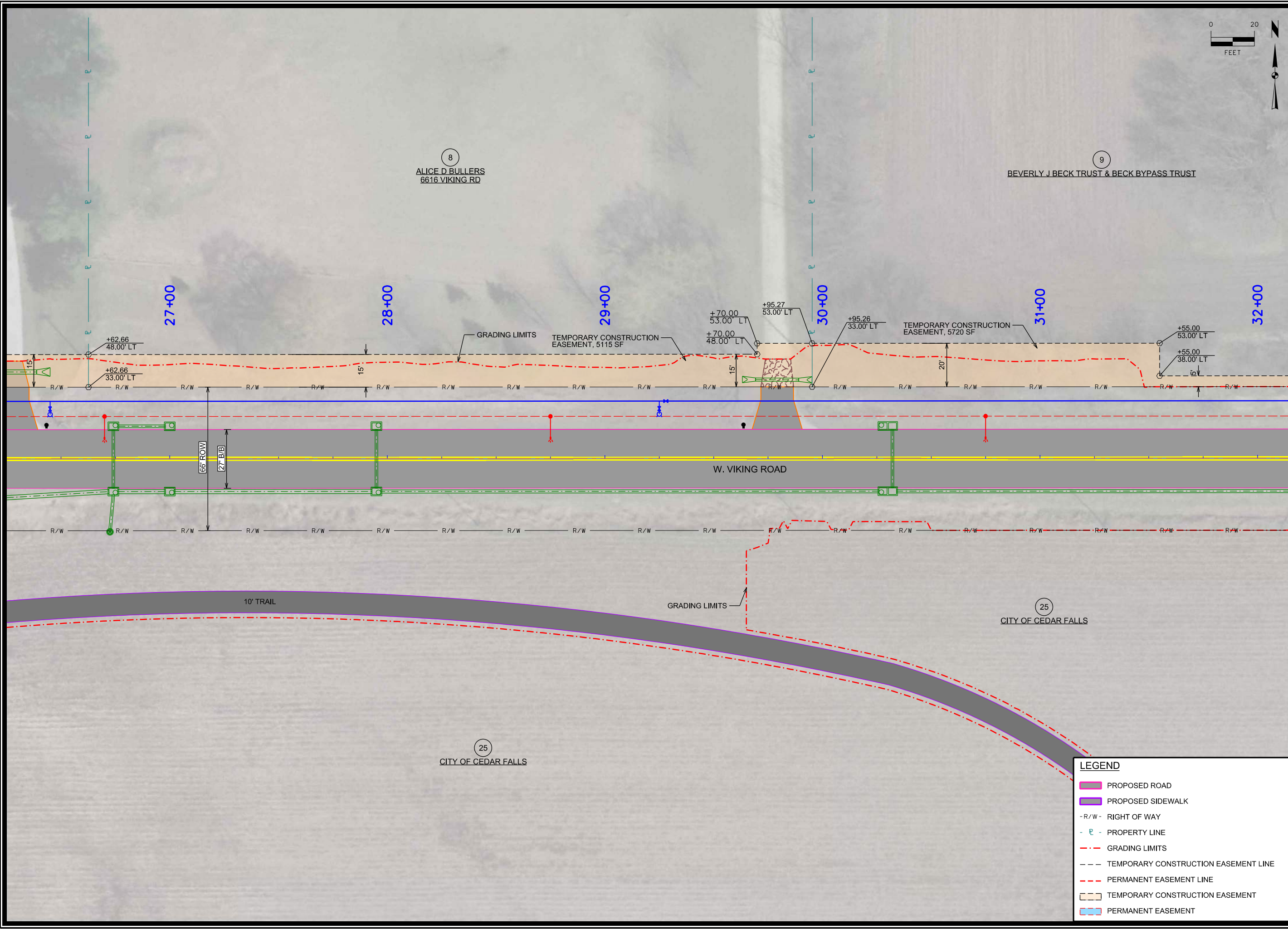
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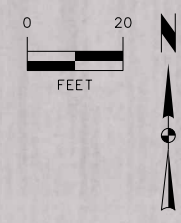
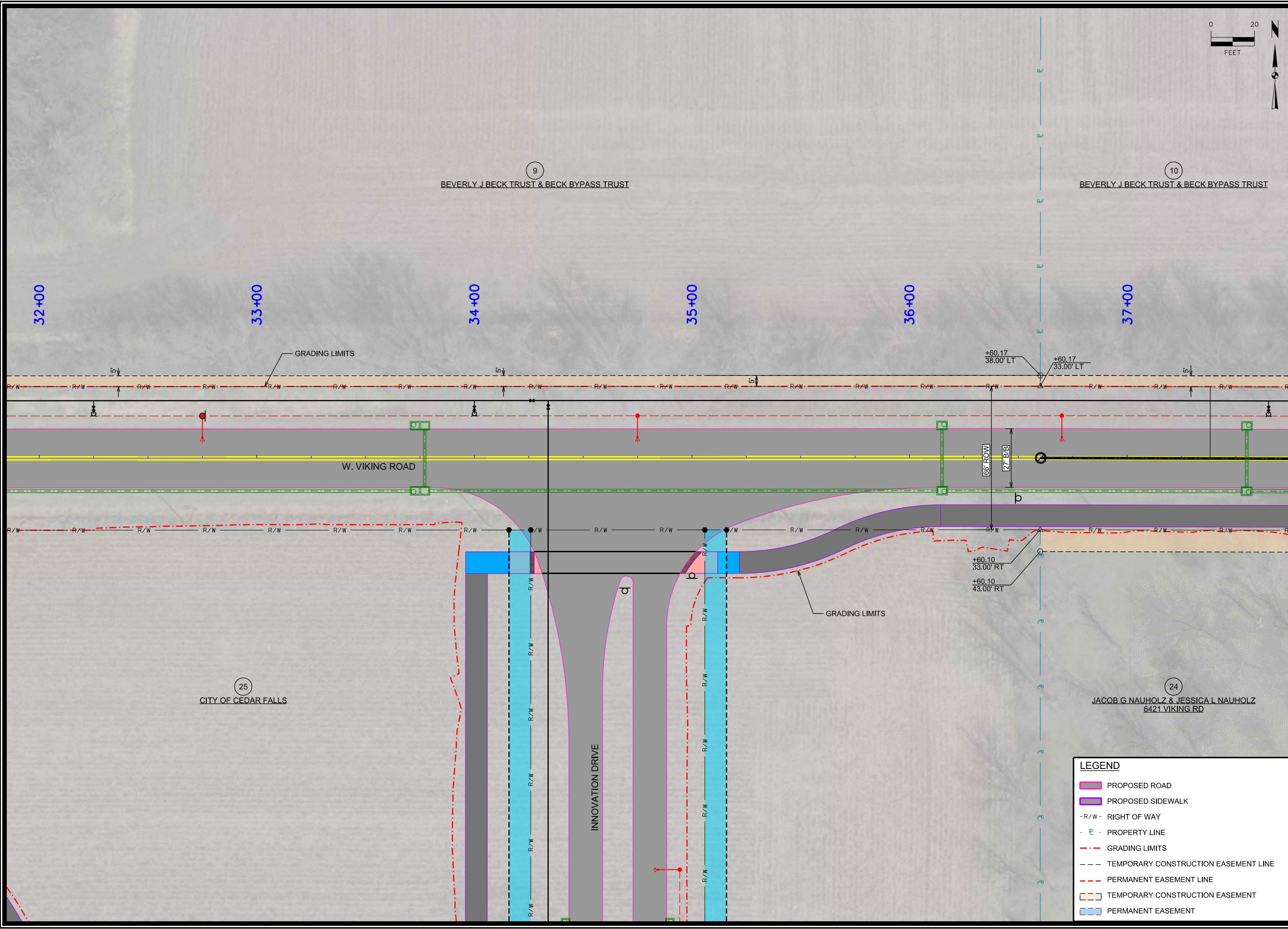
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RIGHT OF WAY

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

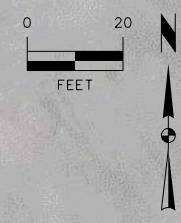
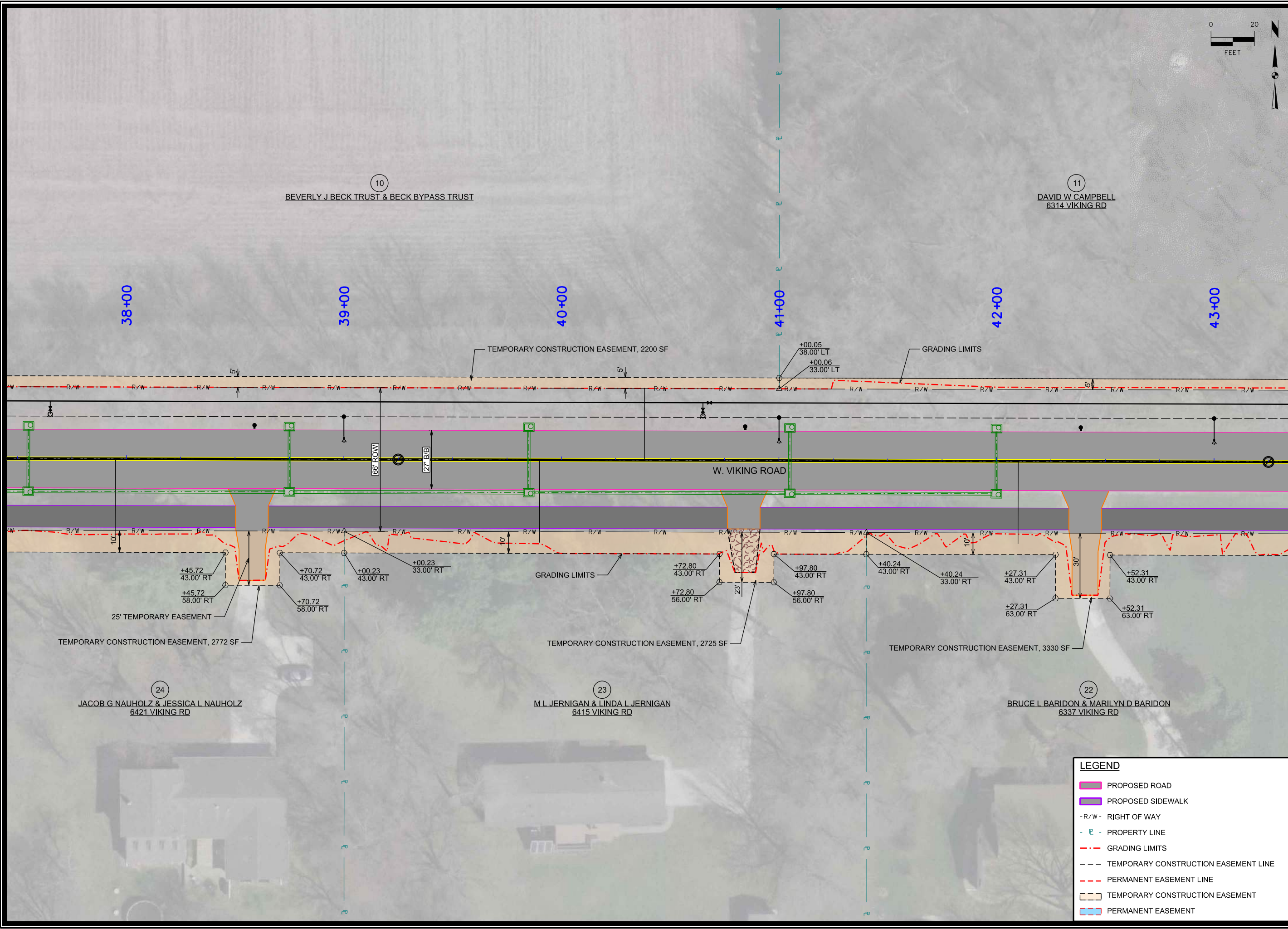
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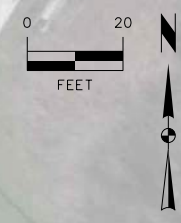
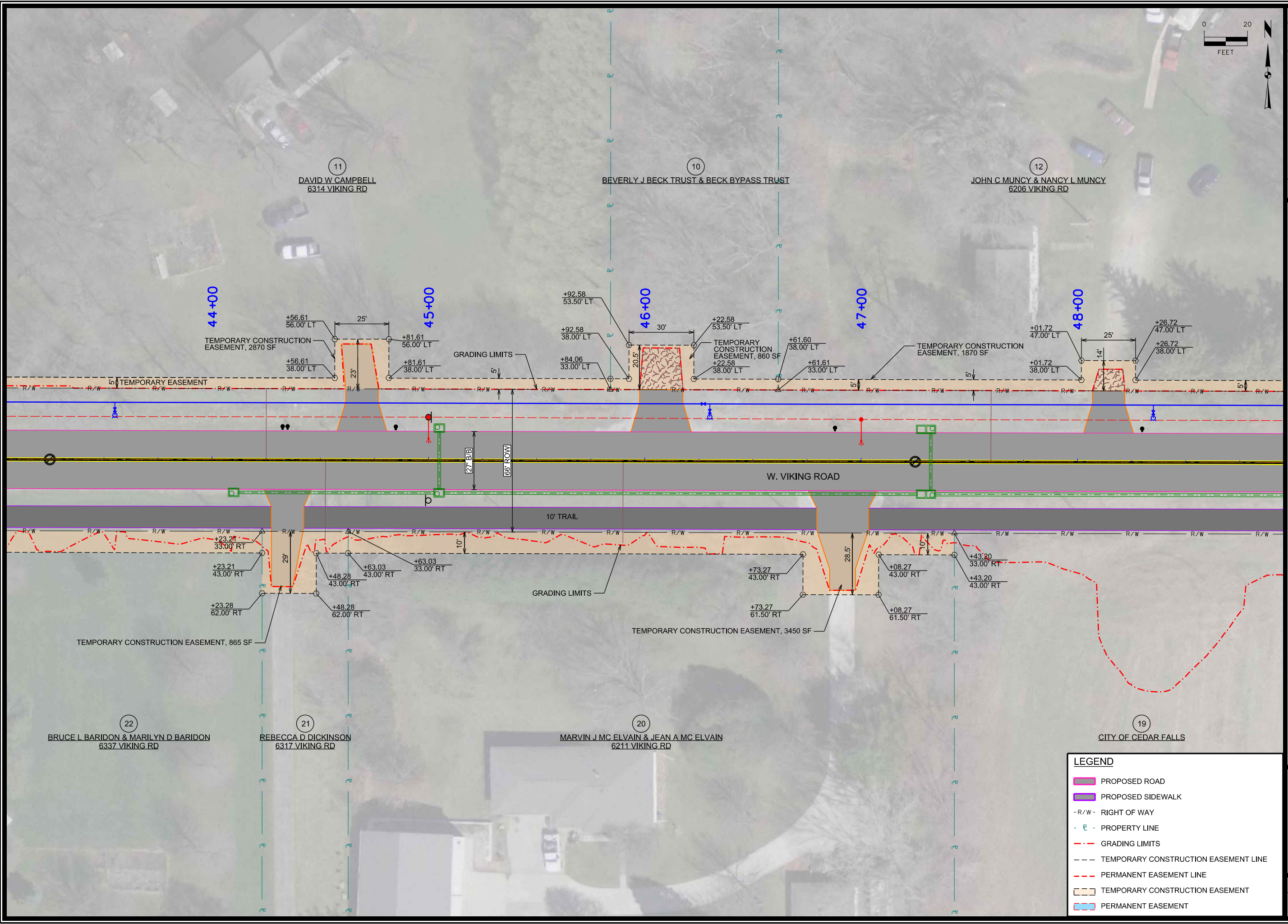
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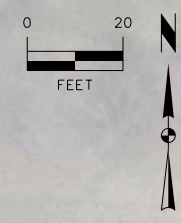
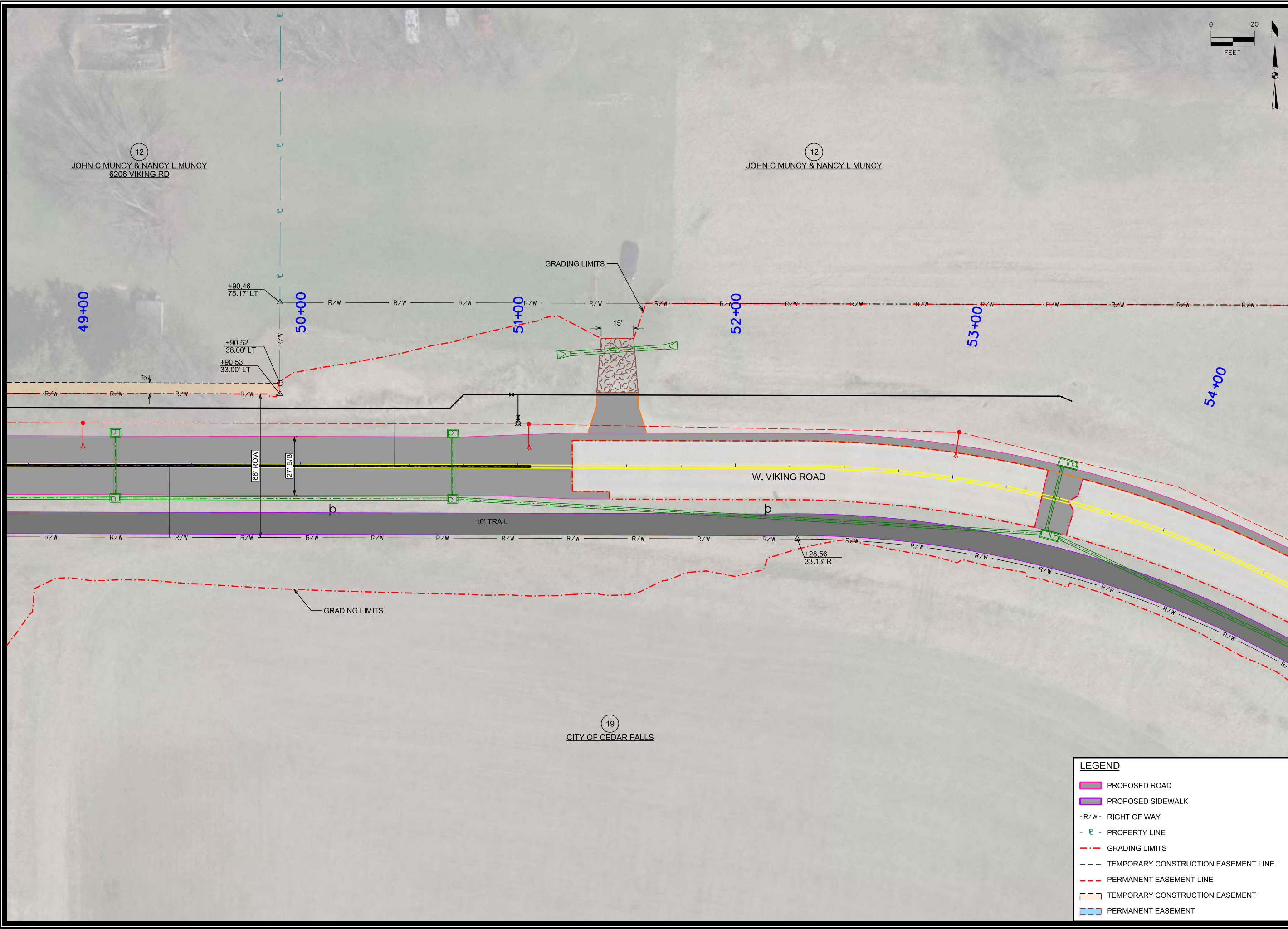
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515-964-2020 | www.snyder-associates.com

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SNYDER & ASSOCIATES

Project No: 1181174K
 Sheet: 94

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 16, 2023

SUBJECT: Public hearing on a 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.

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.

ORDINANCE NO. _____

AN ORDINANCE DELETING THE ZONING CODE PROVISION THAT ALLOWS ON-STREET PARKING TO COUNT TOWARD SHARED PARKING REQUIREMENTS WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY DELETING SUBSECTION E, SPECIAL PARKING STANDARDS, WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, WITHIN DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, define and establish shared parking requirements for certain residential uses and upper floor commercial uses; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider deleting the provision in the Downtown Character District that allows on-street parking that directly abuts a property to count toward any shared parking requirement for that property; and

WHEREAS, the Planning and Zoning Commission considered said petition (TA23-004), at a public hearing on September 13, 2023 and recommends disapproval; and

WHEREAS, with disapproval by the Planning and Zoning Commission, the amendment noted herein shall not become effective except by the favorable vote of at least two-thirds of all the members of the City Council.

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

Section 1: Subsection E. Special Parking Standards, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted in its entirety.

INTRODUCED: _____ October 16, 2023 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: 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:

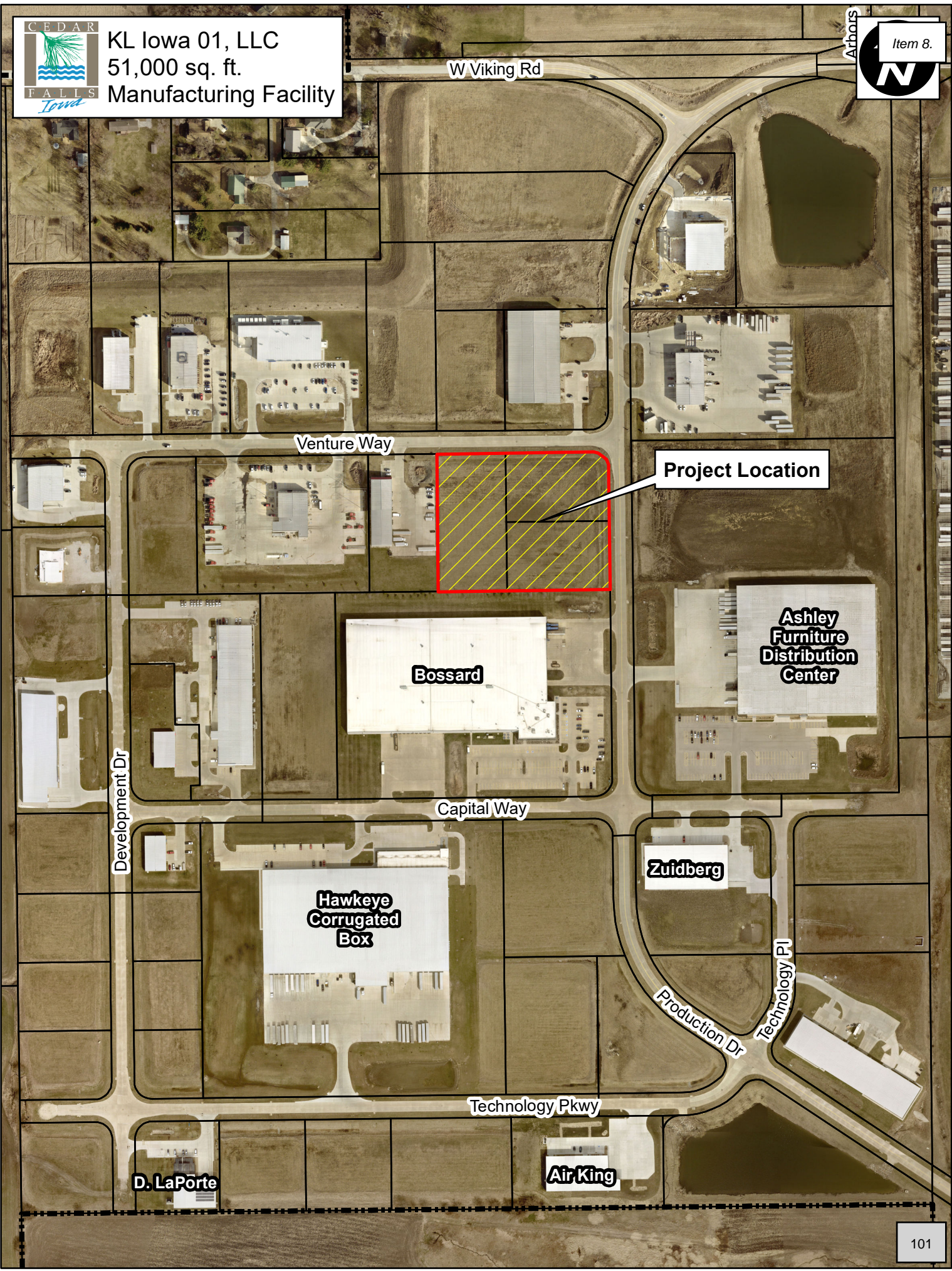
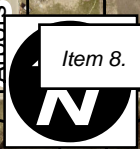
1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 50,000 square foot industrial use manufacturing facility constructed on property owned by KL Iowa 01, LLC, located at 6313 Production Drive, Cedar Falls, Iowa.

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



W Viking Rd

Venture Way

Project Location

Bossard

Ashley Furniture Distribution Center

Development Dr

Capital Way

Zuidberg

Hawkeye Corrugated Box

Production Dr

Technology Pl

Technology Pkwy

D. LaPorte

Air King

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

ORDINANCE NO. 3044

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 2nd 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 1st CONSIDERATION: _____ October 2, 2023

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

October 2, 2023

The meeting of Standing Committees met at City Hall at 5:15 p.m. on October 2, 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.

Community Development Committee:

Chair Harding called the meeting to order and introduced the first item on the Community Development Committee, Native Plantings in the City Right-Of-Way, and introduced Building Official Jamie Castle. Ms. Castle referenced a referral from April 3, 2023, to discuss Ordinance Section 19-47(b) regarding prairie, or native, plantings in City Right-Of-Way (ROW). Ms. Castle provided a brief history of past restrictions and current code; as concerns are submitted, staff researches timeframes of plantings and determines if they are subject to current code or Ordinance Section 19-47(c) prior to 2017. Ms. Castle listed current concerns expressed to the City and actions taken in recourse. Ms. Castle stated the City's recommendation is to continue under the current requirements allowing native plantings subject to limitations on location and height. Chair Harding opened for Council discussion. Councilmembers and City staff discussed grandfathering of plantings prior to 2017; history of Ordinance; Code Enforcement Officers actively patrolling for violations versus reacting to complaints; clarification of 18" mown turf versus 24" allowed height, excluding trees; grants received by the City regarding native plantings; potential to phase out grandfathered plantings; potential of amendment to allow maintained plantings other than turf grass in the 18"; complaints about pre-2017 native planting areas versus non-native overgrowth. Councilmember Ganfield motioned to have another meeting to discuss why cleared 18" and height 24"; no second. Councilmembers reached consensus to have staff compile data on history of the ordinance creation, clarification of the 18" cleared and 24" height and how chosen, documentation of complaints received (including those received by Council members), and to determine need for another meeting once Councilmembers have received and reviewed this information.

Community Development Committee:

Chair Harding called the meeting to order and introduced the second item on the Community Development Committee, College Hill Vision Plan and introduced Planning & Community Services Manager Karen Howard. Ms. Howard referenced the Council referral to provide an overview of the College Hill Vision Plan adopted by Council May 3, 2021, provided a link to the original presentation, and utilized the original presentation slides. Ms. Howard provided a brief overview of the original plan including executive summary, project introduction, analysis, charette week, the vision including character areas, and next steps. Councilmembers and City staff discussed reducing the focus of the Vision Plan to character areas 1, 2, and 3; revising the boundaries of area 3 to more closely resemble the overlay; and current businesses on the Hill and how to attract new businesses. Ms. Howard stated the Vision Plan and character areas are not zoning code but will allow for code in those areas to be reviewed to determine any amendments. Councilmember Kruse motioned to refer the current College Hill Vision Plan to the next City Council meeting for repeal; Councilmember deBuhr seconded. Chair Harding opened for public discussion. Hannah Crisman, Cedar Falls, President of College Hill Partnership spoke in favor of the Vision Plan as is and urged Councilmembers to update code but not alter the Vision Plan. Danny Laudick, Cedar Falls, spoke in favor of the Vision Plan and

recommended amending zones versus repealing. Frank Darrah, Cedar Falls, member of College Hill Partnership, urged Councilmembers to prioritize the Vision Plan. Adam Bolander, Cedar Falls, member of College Hill Partnership, spoke in favor of the Vision Plan and remarked on current progress on the Hill. Aaron Hawbaker, Cedar Falls, urged Councilmembers to build on the current momentum of College Hill and not repeal the Vision Plan. Chris Martin, Cedar Falls, member of College Hill Partnership, urged Councilmembers to continue to move forward with the Vision Plan and focus on areas 1, 2, & 3. Chair Harding opened for Council discussion on the motion. Councilmembers and City staff discussed: amending the Vision Plan instead of repealing; discussing areas 1, 2 & 3 at Goal Setting and revising the boundaries of area 3, with consultant or in-house; ensuring that prior to any zoning changes Council is satisfied with the area boundaries. Chair Harding called for a vote on the motion to refer to Council the College Hill Vision Plan to repeal. Aye: deBuhr, Kruse, Ganfield, Sires; Nay: Schultz, Harding, Dunn. Motion carried.

Public Works Committee:

Chair Schultz called the meeting to order and introduced the only item on the Public Works Committee Agenda, 12th & Clay Street Update and introduced Public Works Director Chase Schrage. Director Schrage stated City Administrator Ron Gaines sent Councilmembers an update the week of September 18th: the City has implemented painted crosswalks; added a Pedestrian in Crosswalk sign; increased speed limit signage; added a flashing light on the pedestrian crosswalk; and Public Safety has provided a before-and-after school crossing guard and increased enforcement. He stated the Police Division has made 96 traffic stops since September 18th. Director Schrage provided an aerial view of 12th St. including stop and speed signage sites and an aerial view of the City's current construction street closures and detours; provided an overview of roadway classifications and criteria; explained the difference between speed bumps and speed humps and gave pros and cons of speed humps; explained data collected since September 21st including volume of traffic, speed, and pedestrian traffic as well as 24 months of crash history and accidents, noting the pedestrian count was similar on adjacent cross streets at similar times. Director Schrage stated that neighborhood traffic programs will be discussed at Goal Setting with intent to present to Council in 2024. He noted that as Public Safety and Public Works continue to collect data it will be provided to Councilmembers. Chair Schultz opened for Council discussion. Councilmembers and staff discussed: implementation of speed humps on Clay and 12th, if data supports; continuation of crossing guard presence, location, and hours; and determination of 4 way stops on 12th through use of 4 way stop analysis. Chair Schultz opened for public comment. John Mershon, Cedar Falls, expressed concerns with traffic speed on 12th, requested speed data of traffic stops, requested speed humps on 12th. Rachel Mershon, Cedar Falls, requested a 4 way stop and a push-button stop light. Terry Vietor, Cedar Falls expressed concern with the minor arterial label of 12th and the street incline's impact on traffic speeds and stated the yield sign has been hit multiple times. Kate Williams, Cedar Falls, expressed concerns with crossing safely at 12th, the hill on 12th, and requested speed humps on 12th. Chair Schultz opened for additional Council discussion. Councilmembers and staff further discussed: implementation of permanent push-button stop lights; installation of speed humps; use of temporary speed humps and the City's speed hump inventory, it would also require a study to determine placement; and continued presence of a crossing guard, staffing/volunteer of crossing guard(s), and the City's continued utilization of paid staff. Director Schrage stated that additionally gathered data will be forwarded to Councilmembers.

Meeting adjourned at 7:33 p.m.

Minutes by Katie Terhune, Administrative Assistant



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600 | mayor@cedarfalls.com
www.cedarfalls.com

Item 10.

FROM: Mayor Robert M. Green

TO: City Council

DATE: October 9, 2023

SUBJ: **Reappointment of Maureen Burum to Comm. Center & Senior Services Board**

REF: (a) Code of Ordinances, City of Cedar Falls §17-331 (Community Center and Senior Services Board Membership)

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Maureen Burum for reappointment to the Community Center and Senior Services Board for a three-year term ending on June 30, 2026.
2. Ms. Burum has faithfully and thoughtfully carried out her role as a board member and has been recommended by staff for this reappointment.

Xc: City Administrator
Director, Finance and Business Operations
Library Director

###



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: October 9, 2023
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Casey's General Store, 601 Main Street, Class E retail alcohol - renewal.
- b) Fareway Store, 4500 South Main Street, Class E retail alcohol - renewal.
- c) Fast Track Racing, 200 block West 2nd Street, Special Class C retail alcohol & outdoor service - 5-day permit.

RESOLUTION NO. 22,360

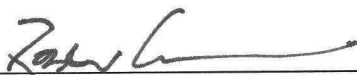
**RESOLUTION APPROVING AND ADOPTING THE
IMAGINE COLLEGE HILL! VISION PLAN**

WHEREAS, the Planning and Zoning Commission has recommended to the City Council of the City of Cedar Falls, Iowa, to approve and adopt the *Imagine College Hill!* Vision Plan, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said Vision Plan.

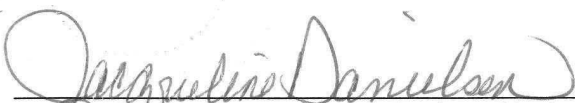
NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the *Imagine College Hill!* Vision Plan is hereby approved and adopted.

ADOPTED this 3rd day of May, 2021.



Robert M. Green, Mayor

ATTEST:



Jacqueline Danielsen, MMC, City Clerk

IMAGINE COLLEGE HILL!

Vision Plan



Adopted May 3, 2021



OUR CEDAR FALLS

College Hill

Imagine the possibilities!

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Acknowledgments

City of Cedar Falls

Mayor Rob Green

City Council Members:

Mark Miller – 1st Ward

Susan deBuhr – 2nd Ward

Daryl Kruse – 3rd Ward

Simon Harding – 4th Ward

Frank Darrah – 5th Ward

Kelly Dunn – At Large

Dave Sires – At Large

Staff Advisory Committee:

Ron Gaines – City Administrator

Stephanie Houk Sheetz – Director of
Community Development

Karen Howard – Planning & Community
Services Manager

Michelle Pezley – Planner III

Special Thanks to:

The College Hill Partnership

The University of Northern Iowa

Consultant Design Team

Ferrell Madden

Geoff Ferrell

Mary Madden

Community ReCode

Elizabeth Garvin

Common Ground

Keith Covington

Partners for Economic Solutions

Anita Morrison

Kittelson & Associates

Wade Walker

Falango Design Studio

Justin Falango

Urban Advantage

Steve Price

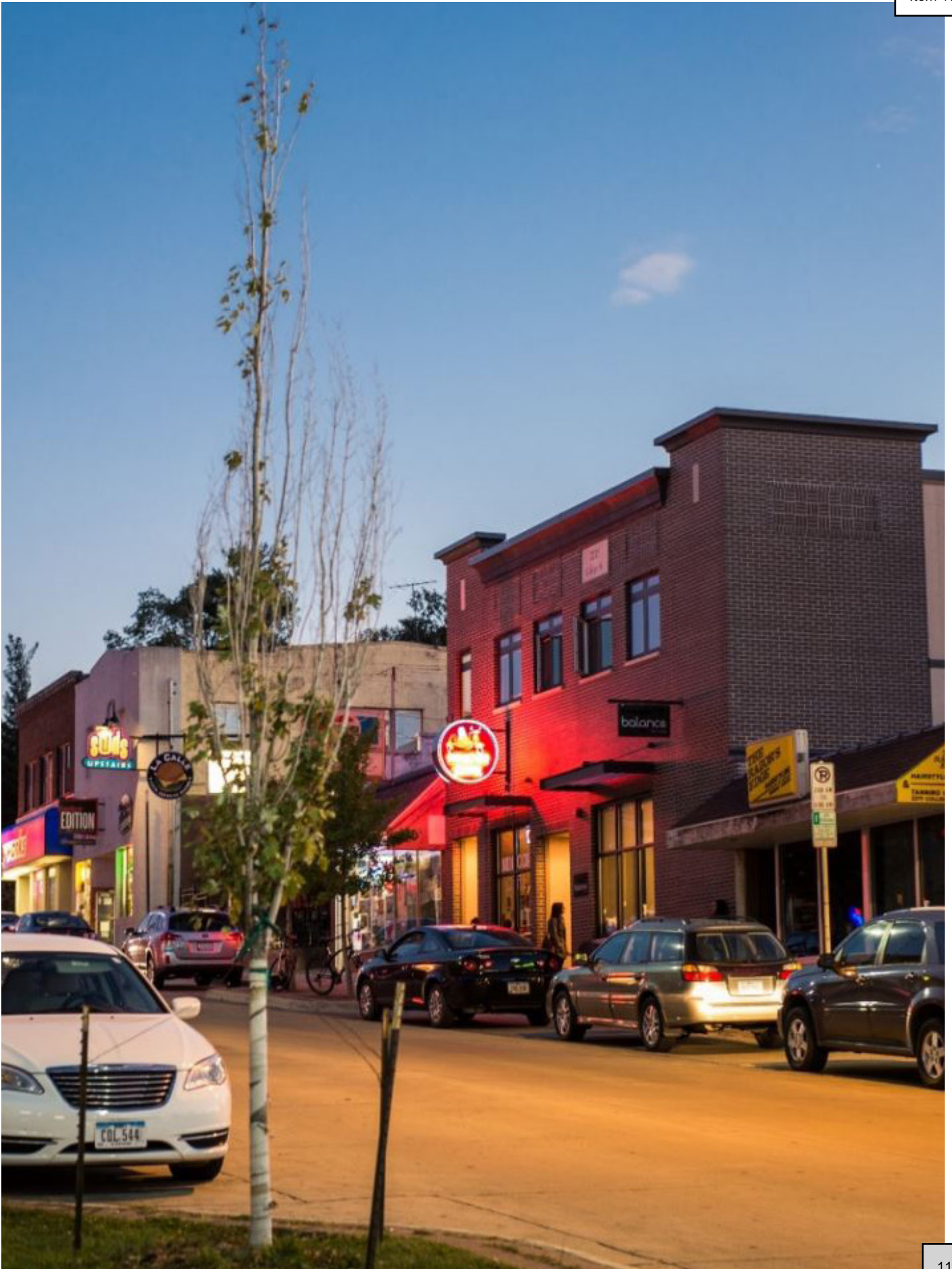
Zanetta Illustration

JJ Zanetta

OHM Advisors

Ramon Fischer

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EXECUTIVE SUMMARY

INTRODUCTION

College Hill is one of the older, more diverse, and densely populated areas within Cedar Falls. It is dominated by the University of Northern Iowa (UNI), related student-oriented businesses, and housing. The neighborhoods surrounding UNI were primarily developed from the late-nineteenth century through the mid-twentieth century, with ongoing infill and redevelopment up until the present day. Over the past few decades, there have been ongoing community discussions about the importance of stabilizing and revitalizing the area, resulting in the 1993 College Hill Neighborhood Plan, the creation of the College Hill Partnership, and the College Hill Overlay District.

Despite these efforts, there remains a feeling that College Hill could be better. It is one of the primary gateways to UNI with the potential to be a vibrant entertainment district and neighborhood main street for the surrounding areas. However, student housing has continued to creep outward from the campus and heart of College Hill into the neighborhoods. Residents are concerned that, with more and more houses becoming student rentals, the neighborhood will be destabilized and prompt disinvestment in the area. There is something of a “chicken and egg” situation for College Hill—it requires more residents, including more students, to support a wider variety of local businesses and it requires more and different types of businesses to attract the local neighbors who have options elsewhere in Cedar Falls for spending their discretionary dollars.

Proximity to the University creates a variety of “town and gown” issues and opportunities. While students are the life-blood of the area, they can also cause concerns for the surrounding neighborhoods: parking, rental housing, student-oriented businesses. How do you balance the needs and desires of permanent Cedar Falls residents with those of students, who will only reside on the Hill for a few years? How best to promote a walkable area, while accommodating car storage? Students want to be near campus, but they also want easy access to a car when needed. New(er) development demands higher rents—existing houses that have been converted to apartments keep rents low. Some people who might want to live in a College Hill neighborhood are put off by the “student party house” vibe. Where should student housing end and traditional neighborhoods begin? Are the City’s rental permit program and code enforcement the (only) answers? The community wants redevelopment and revitalization, but the demand for new commercial space (office or retail) is limited—current parking requirements, in particular, make the development of new residential units on small lots difficult, and push rental rates for new units to the highest price points. In addition to the above, some recent redevelopment proposals have gotten bogged down with debates concerning the City’s implementation of on-site parking requirements.

While within the College Hill Partnership, business owners, property owners, and the University have been talking to one another, a unified vision or road map would better insure stakeholders are not working at cross purposes as revitalization gets underway. Those meetings, discussions, and efforts culminated in the public planning charrette that produced this document: the *Imagine College Hill! Vision Plan*. (Hereafter, the *Imagine College Hill Plan/Project*.) The plan will provide a general framework for public policy decisions and investment, in tandem with clear aspirations for the scale and character of private development in the heart of College Hill and the surrounding neighborhoods, to be followed by new objective development standards. Any new zoning code standards or processes should create a level playing field for all involved, to produce the desired scale and character of development to implement this plan.

Throughout the College Hill visioning process, the community—elected officials, business and property owners, and residents—consistently indicated a desire for a more diverse, economically viable, walkable, mixed-use district, surrounded by stable neighborhoods comprised of owners and renters. While College Hill has some similarities with Downtown, it is also fundamentally different. Urban design concepts such as placemaking and walkability warrant similar approaches in both locations. However, the student demographics and more limited and targeted market create different issues (and different opportunities) with different potential solutions. The City and University will play critical roles; however, the ability of current business and property owners to participate in the redevelopment process through

small-scale, incremental infill will be the key to the revitalization of College Hill. In addition, the opportunity to encourage, and support a true multi-modal district on College Hill should not be missed.

The *Imagine College Hill Plan* includes: an overview of the planning process; a summary of input gathered from the community during kick-off events; consultant team analysis; the “Big Ideas” (the main concepts) from the virtual Community Visioning Workshop; prototypical redevelopment scenarios; and recommendations for implementing the community vision.

This plan is graphic intensive, with before and after photo-imaging and drawings of example development projects, aiming to help community members visualize change before it occurs. It envisions incremental growth within the current College Hill context, recognizing that UNI enrollment in combination with market conditions will greatly influence the rate with which redevelopment occurs.

Although this plan document is organized around the visioning process, individual issues, prospective “what if” design scenarios, and approaches to implementation, all are interrelated and should be viewed holistically. Urban design and revitalization issues are multifaceted. Achieving the vision will take place over a number of years, and require multiple tools and approaches, frequently used in conjunction with one another. The implementation tools used—policy, regulatory, and financial—should be coordinated to reinforce the overarching vision.

VISIONING PROCESS AND PLAN RECOMMENDATIONS

In the early winter of 2020, the consultant team conducted stakeholder interviews, a kick-off community event, and began site analysis of the study area. However, due to COVID-19, the plans for a Spring 2020 Community Hands-On Visioning Workshop were put on hold. After adapting to life in a pandemic, the public outreach and engagement were rethought and moved to a virtual process in the Fall of 2020. The following plan is the result of that visioning process.

In addition to the site analysis and current zoning, the team reviewed the recent College Hill parking study, and studied the current demographics and market information for the College Hill study area, with a focus on student housing and retail and commercial opportunities. All of this information was used to test development scenarios that were informed by ideas from the community in the virtual public design workshop, against the development and market realities within the College Hill context, and to establish a framework for future growth and development.

The *Imagine College Hill Plan* anticipates the public and private sector (and University) working together—with the public sector “setting the table” for growth through investment in the public realm and establishing rules to provide certainty for the private sector to invest, (re)develop, and intensify the business district, fulfilling the community vision for the Heart of the Hill. Simultaneously, the Plan includes specific ideas for stabilizing the surrounding neighborhoods, with emphasis on maintaining and improving the existing context with limited direct intervention.

The Plan addresses several topics and includes recommendations for creating a vibrant, mixed-use, walkable district with improved connectivity to the neighborhoods and Downtown. These can broadly be identified as either matters of physical design and placemaking; or technical policy and management issues, to help implement or reinforce the community vision. Some topics fall into both categories and many are interrelated. These design concepts and policy recommendations include the following.

Build on the work of the College Hill Partnership. Explore opportunities to create synergy between businesses, neighborhoods, the University, and the City. The College Hill Partnership and Community Main Street should continue to look for opportunities to coordinate.

Define the public realm with active building facades, improved sidewalks, and additional street trees. Development regulations should foster buildings that define and enhance the public realm—typically the public streets and sidewalks (from building face to building face) as well as the parks and plaza (and the future greenway along Dry Run Creek). The uses inside the buildings can and will change over time; but buildings that are designed for an urban context and made of durable materials, will continually be reused, just as some buildings near College and 23rd Streets

have been for close to 100 years. This will be especially important for “reconnecting the Upper and Lower Hill” was one of the most consistent ideas heard during the College Hill virtual charrette.

Ensure that future street and sidewalk rebuilding enhances walkability. The existing street and block network is mostly a great framework for people to move in and around College Hill efficiently. The mega-block between 22nd, 20th, College, and Merner Streets is a central exception. The eventual extension and completion of the grid should be logically approached and incorporate environmental solutions for Dry Run Creek. The targeted public investment in the pedestrian realm will make walking a more viable transportation option and encourage more reinvestment by current property owners as well as new infill development. This effort should include the planting of street trees throughout the district. The importance of street trees cannot be overestimated. Not only do they provide shade and assist with stormwater runoff, they help to define the pedestrian realm, increase pedestrian comfort, and calm traffic. In addition, in a generally built-out condition such as College Hill, with limited opportunity to create new public green space, streets should be celebrated as the preeminent public space that they are.

Support a multi-modal environment. Right-size the streets to enhance the walking and biking environment. Improve the pedestrian comfort and safety by widening sidewalks, providing viable street tree plantings, and enhancing street crossings with targeted ‘bump outs’ at key intersections, and reduce crossing distances with appropriate neighborhood lane widths and posted speeds.

Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill and to stabilize the surrounding neighborhoods. College Hill demographics have remained fairly consistent for several decades; both the youth and high number of non-family households are unique in the city. The future of the study area is inherently intertwined with the student enrollment at UNI. Increasing the number of students living in closer proximity to the campus can free up opportunities for more diverse (renter and owner) households in the nearby neighborhoods. This, in turn, can create opportunities for new and more varied businesses on the Hill, while also relieving pressure on the surrounding neighborhoods to convert more houses to rental properties targeted to students. (Owner occupants and long-term renters provide more stability in a neighborhood than students who typically move every year.) College Hill can support a walkable “car free” environment for individuals who choose that lifestyle—or for households that only have one car (rather than two or more.) Current parking requirements limit the amount of student housing that can be accommodated near campus, both driving up the cost of new construction and increasing the cost of the existing supply of nearby rental housing.

Create gateways to College Hill to provide a sense of arrival. Consider key locations, such as the intersections of Main Street and Seerley Boulevard, 18th and College Streets, and along the University Avenue corridor. Gateways are much stronger when the streetscape and built environment work together to narrow the perceived roadway width and slow traffic, signaling that people are entering a special place—one designed for people rather than cars. Much more than simple directional signage (The University of Northern Iowa with an arrow and distance) true gateways convey a character and create a welcoming environment for pedestrians and cyclists alike.

Explore opportunities for new/improved public spaces. The pandemic has highlighted the importance of flexible outdoor gathering places—now and for the future—whether “green” or hardscape, or for active or passive uses. Such spaces are important for the community and can support a range of retail and dining options as well as special events and activities, at different times of the day, the week, and the year.

Adjust the rules for development (and parking). The context analysis included a review of the current zoning and development review process. The general sense during the virtual public process was that any new development in the neighborhoods should respect the scale and character of the existing context, promote more owner-occupancy and non-student rental opportunities. The city should continue with code enforcement (particularly for rental properties.) However, the desire for more intense student housing near campus will require some changes for current development standards. The current development and parking standards create a mismatch between cost of construction and return on investment. The parking cannot be provided at the ratio currently required to achieve aspirational densities without building structured parking (either above or below grade), which then makes new construction cost prohibitive—leaving

rundown rental properties in place. This plan illustrates ways to achieve context-sensitive infill in the neighborhood while permitting redevelopment in the Heart of College Hill that can accommodate both more intensity and the variety of uses currently allowed.

Recognize that College Hill (and nearby neighborhoods) play a unique role—both urbanistically and socio-economically—within Cedar Falls and warrant a targeted approach. The rules and procedures for development should reinforce placemaking concepts at the street and block level, rather than on an isolated parcel-by-parcel basis, so that in the future, College Hill becomes an asset for the City and University alike. These areas are not just comprised of individual buildings on individual lots, but rather buildings that relate to one another, and to the streets, sidewalks and create public spaces throughout the district. In addition, the area currently includes a variety of housing forms that can be expanded to include “missing middle” types under new development standards. The nearby neighborhoods, in particular, could and should continue to accommodate diverse households within a walkable distance of a mixed-use neighborhood center. Build on the inherent town and gown synergy to create a thriving college town and neighborhood “main street.”

Create a better process for development review and approval. Establish more consistent, objective design and development standards and use refined zoning requirements as one tool in a new approach to redevelopment and parking management within the College Hill study area.

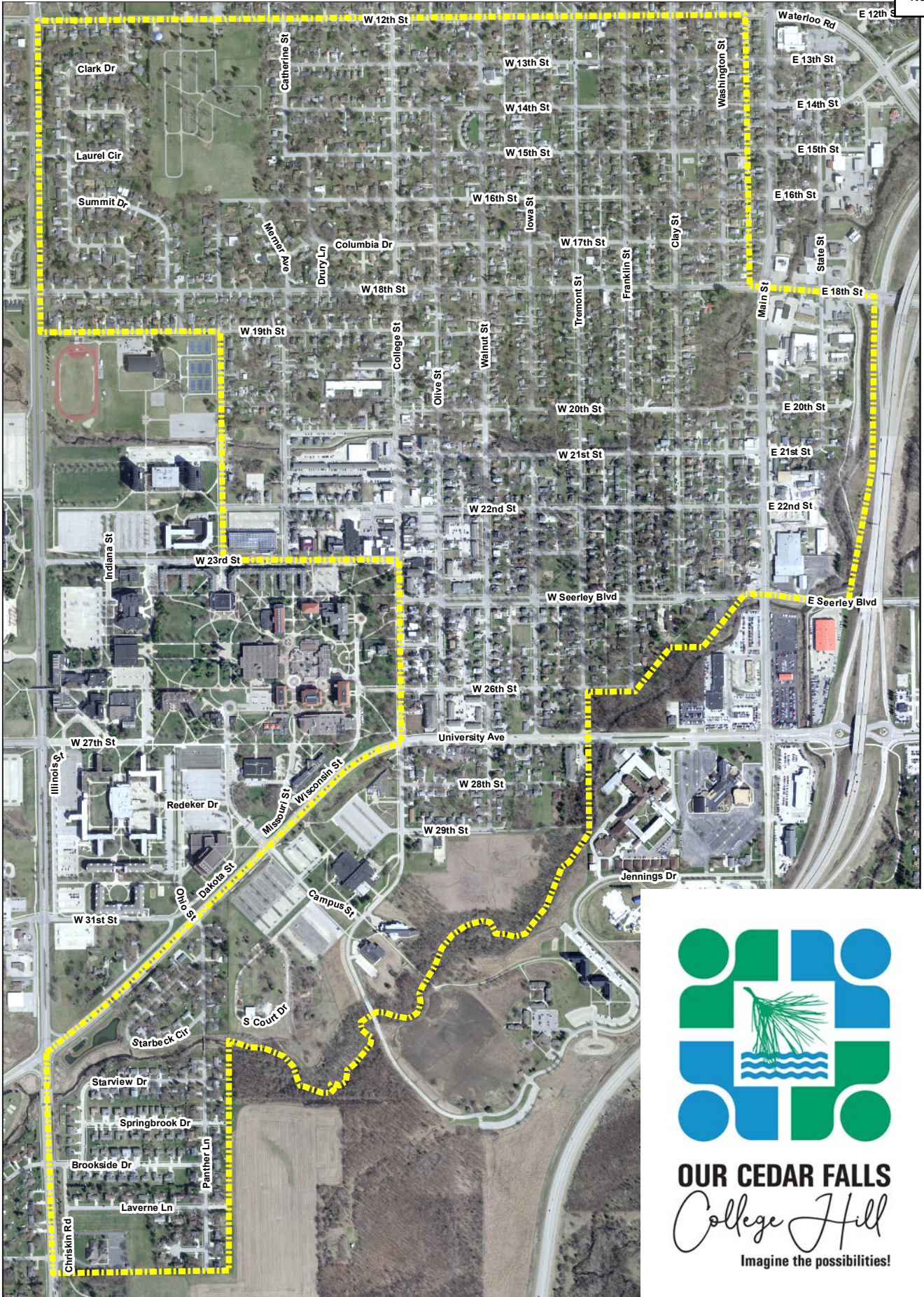
Establish a true bicycle network. The community would like to make bicycling easier. As the City invests in street rebuilding and pedestrian infrastructure, it should consider improved wayfinding and bicycle infrastructure to move beyond the current “patchwork” and enable cycling to be a true transportation option for a range of skill levels. The City has a grid street pattern in this area that is bike-friendly—short blocks with low traffic volumes. This plan envisions enhancing that pattern by designating a network of bikeways—complementing and in support of the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009)—to truly connect disparate areas of the City, especially College Hill, Downtown, the river trails, and the neighborhoods.

Coordinate parking supply management. The College Hill parking study provides a wealth of information and approaches to managing public parking. This plan builds upon several of those through a lens of placemaking and walkability, and recommends updating the current requirements in order to achieve the desired outcomes. Because the City and University are not using similar systems or pricing, the City has been providing free or inexpensive parking to University students and staff who don’t want to pay for University permits. Parking supply should support a “park once” environment and the goals of the *Imagine College Hill Plan*—not be an end in-and-of itself.

CONCLUSION

The City initiated the visioning process to provide a framework for the future growth of College Hill. The goal of the *Imagine College Hill Plan* is to define that framework—building on community aspirations, and incorporating urban design and placemaking principles—within the existing College Hill context. This community vision will also lay the foundation for tailoring the City’s new form-based regulations specifically to implement the College Hill vision plan. The plan provides illustrations of one or more ways in which development could occur, over time, on specific study area sites. Each example addresses one or more of the plan goals and recommendations to achieve the community vision for a compact, walkable, mixed-use district. These concepts (and more) are further defined, explored and illustrated through “before and after” computer visualizations, photo examples, and drawings in the *Imagine College Hill Plan* that follows.

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College Hill
 Imagine the possibilities!

PROJECT INTRODUCTION

The Imagine College Hill Project is an interdisciplinary, multi-month public process to engage the community in the development of a vision for the future of College Hill, and update the city's development regulations to implement that vision.

BACKGROUND

College Hill is one of the older and most densely populated areas of Cedar Falls. Adjacent to the University of Northern Iowa, it has long been a neighborhood with a clear identity, with older homes along tree-lined streets, neighborhood parks, and a neighborhood center with local businesses that are oriented toward the neighborhood and university community. However, over the past several decades, the area has seen a reduction of owner-occupied houses and a related increase in student rentals, with businesses becoming increasingly focused on bars, tattoo parlors, vape shops, and quick dining—with less community serving retail. The future of College Hill is closely intertwined with the future of UNI. There is some opportunity for gradual growth and reinvestment, based on market forces—but it will be very slow without a clear plan for strategic public investment, coordination with the university, and a straightforward approach to development review and approval to encourage private (re)investment.

The current development standards and processes were originally established approximately 50 years ago, with periodic amendments to address specific situations—such as the College Hill Overlay District, created to protect and enhance the character of the College Hill business district and stabilize the immediately adjacent neighborhoods. The overlay was one of several recommendations from the 1993 *College Hill Neighborhood Plan*. The overlay and other aspects of the plan have seen some success, but after almost three decades, it is time to review the plan and revisit the implementation, with an eye towards developing new strategies through the lens of the current economic, environmental and social context. In particular, the community desired a more holistic, fine grained approach to direct and incentivize redevelopment for a walkable, mixed-use district such as College Hill and further stabilize the nearby neighborhoods. The City initiated the *Imagine College Hill Project*—a public visioning process and a zoning code update to implement the new vision plan—to build on the City's recent *Imagine Downtown!* effort.

The College Hill Study Area generally includes all of the non-University property south of 12th Street and north of University Avenue; west of Main Street and east of Hudson Road; along with some residential areas south of University Avenue between Hudson Road and Main Street; and a small area east of Main Street between 18th Street and Seerley Boulevard. The current zoning includes areas of C-1, C-2, and C-3 (which permit retail, office, professional services, lodging, and several other commercial uses); R-3 and R-4, (which permit “medium density” residential uses along with some office, professional service, and lodging); and R-1 and R-2 (which permits single-family homes and duplexes). (See the aerial on p. 6.) The *Imagine College Hill Plan* is the result of the public process for envisioning the future of this area.

THE PROCESS

Prior to a public kick-off event in January 2020, the City Council established project priorities (*highlighted on the next page*) to provide a guiding framework for the public outreach, virtual design charrette, and plan that follow.

The visioning process began in the winter of 2020. The City reached out to community members, announcing the Imagine College Hill project and encouraging public involvement, with direct mail to all business owners, property owners, and residential addresses within the study area. In addition, working with the College Hill Partnership, posters and fliers were distributed to all College Hill businesses for display in shopfront windows and on store counters. The consultant team conducted a series of stakeholder interviews with a range of groups, including: business and property owners; the College Hill Partnership Board; residential landlords; realtors; neighborhood groups; UNI administrators; and student leaders (who lived both on and off campus.) The team began analyzing the project study area to understand the historic and recent development patterns on College Hill. The team also led an evening public

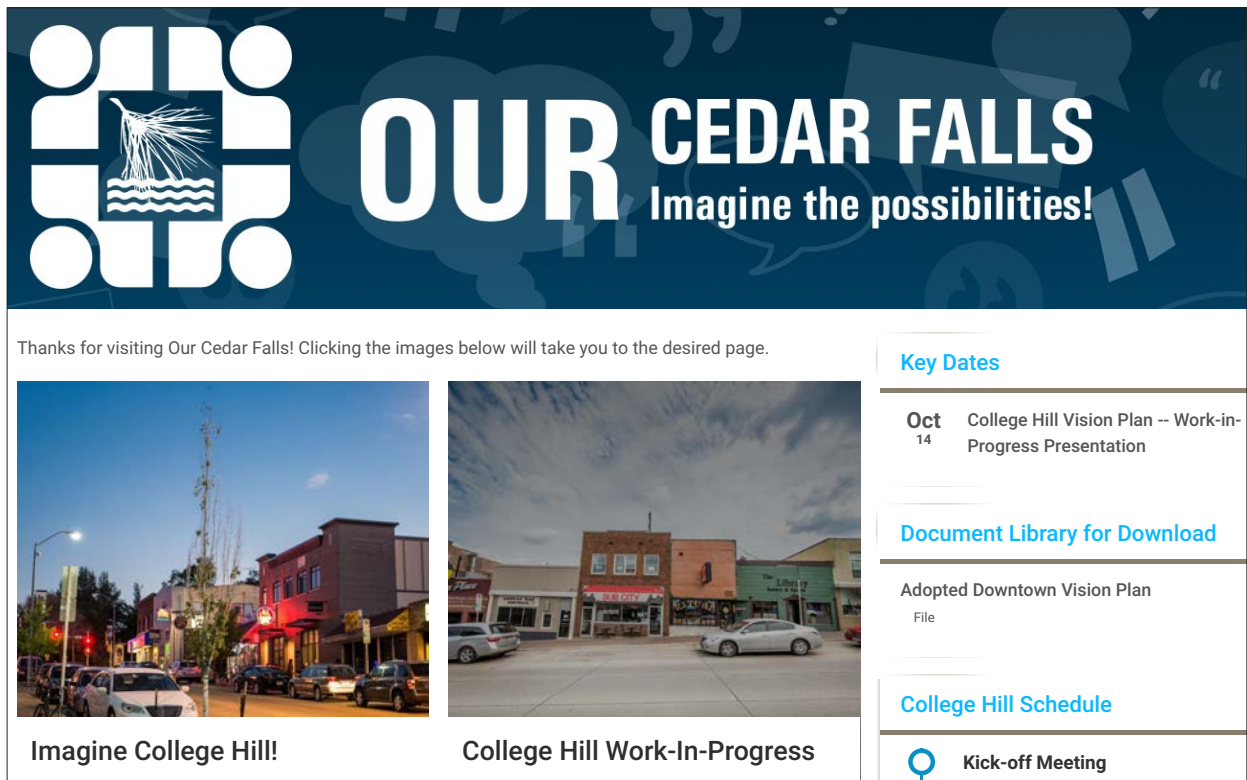
kick-off event, with the goal of encouraging broad public involvement, at the University of Northern Iowa Center for Energy and Environmental Education to engage the community on topics related to placemaking and gather input on local perceptions of College Hill and the surrounding neighborhoods. Before and after the kick-off event, the team worked off-site by reviewing the existing zoning code, the recently completed parking study, and current economic, demographic, and traffic data.

The project has a website (www.OurCedarFalls.com) to provide information and updates, including video of the public presentations, as well as to solicit additional community input from individuals who were unable to attend the various public events.

Following the initial kick-off activities, the *Imagine College Hill* project was delayed for several months due to the COVID-19 pandemic. Prior to re-initiating the project, the City once again promoted the effort, with a press release, new updated posters and fliers for College Hill businesses, an additional round of direct mail postcards throughout the study area, and information included in the UNI e-newsletter. Once restarted, the planned public design charrette was converted to a week-long virtual community design workshop the first week in October 2020—with all members of the consultant team working off-site in a virtual design studio and all live community engagement meetings being conducted via internet streaming, and additional input gathered via the project website. These virtual charrette activities comprised the *Imagine College Hill! Public Design Charrette*:

- a Saturday morning public virtual hands-on design workshop in which community members broke into small facilitated on-line groups to discuss the College Hill Study Area map, identifying strengths and weaknesses and opportunities for the future;
- two open “Q&A” sessions during the week, where the public was invited to “drop-in” virtually and hear about what the team was working on as well as ask questions;
- a web-based survey, targeted to UNI students; and
- technical meetings to verify that the workshop design ideas would work in the physical and economic context of Cedar Falls.

The virtual charrette was concluded by a public “work-in-progress” presentation the following week, to make sure the team understood what the community had said and was on the right track before further developing and refining the *Imagine College Hill Plan*.



Project web page for Our Cedar Falls



OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

**Cedar Falls City Council
 College Hill Vision Plan Project Priorities
 Adopted January 2020**

1. Create a thoughtful vision plan to manage change over time.

- Reflect on the past, consider the present, look to the future
- Respect the unique character and identity of College Hill
- Plan for the diversity of people that desire to live and work in the neighborhoods and College Hill area

2. Vision will be based on broad community input, gathered through a robust community outreach process.

- Affirm ongoing community efforts and explore new ideas
- All are welcome
- Feedback is appreciated and essential
- Partner with UNI to encourage participation of University stakeholders – students, faculty and staff, administrators

3. Take into account market realities and changing demographics for all types of development.

- Future technology needs
- Future transportation needs
- Future housing needs and how that complements our neighborhoods
- Consider the significant influence of UNI

4. Maintain/foster a unique sense of place.

- Thriving and dynamic mixed-use business district
- Pedestrian-oriented design
- Attractive interface with UNI campus to enhance visitor experience
- Residential neighborhoods with a compatible mix of housing types that meets the diverse needs of the community

5. Encourage economic development based on the adopted vision.

- Maintain/enhance existing properties
- Encourage new development and redevelopment that creates a distinctive sense of place
- Encourage mixed-use development that will expand the customer base for College Hill businesses

6. Foster healthy residential neighborhoods.

- Stabilize neighborhoods by fostering a healthy balance of housing for both owners and renters
- Focus new housing options for college students in areas adjacent to campus
- Preserve and enhance housing opportunities for long term residents
- Create a seamless transition between more urban campus edge areas and residential neighborhoods

7. Establish clear and objective zoning standards to achieve the adopted community vision.



ANALYSIS

Prior to the visioning effort, the team studied College Hill and surrounding neighborhoods, including: stakeholder interviews and general public engagement to gather local perspectives on the current environment for living, working, going to school, and playing in the area; on-site analysis of the built and natural environments; analysis of local market conditions and demographics; and review of existing policies, regulations, and historic plans specific to College Hill.

PUBLIC ENGAGEMENT: UNDERSTANDING HISTORY, CURRENT PERCEPTIONS & ACTIVITIES

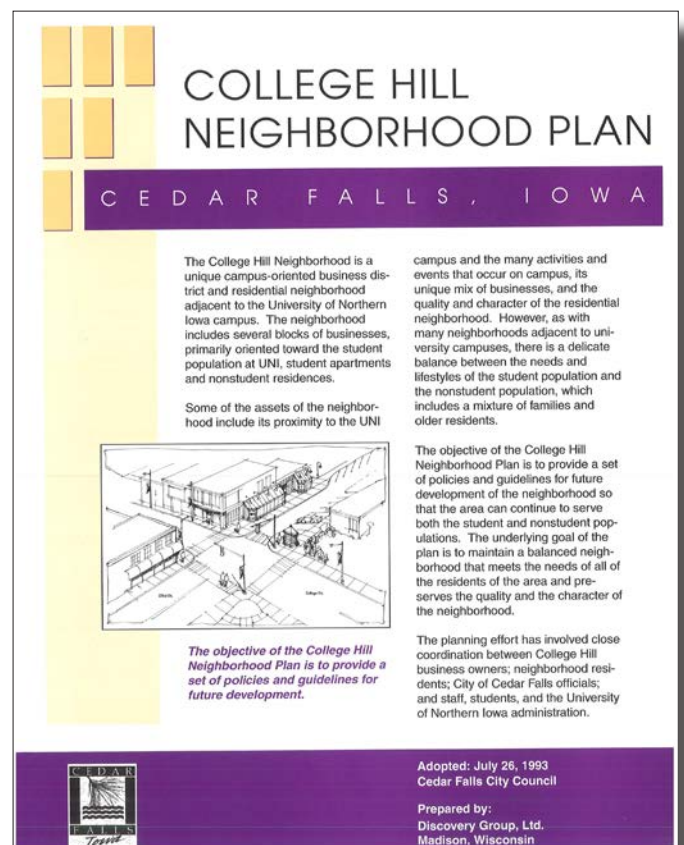
Gathering public input and ideas was a priority for the *Imagine College Hill Project and Plan*. The engagement effort included a series of stakeholder interviews, a public kick-off event, several virtual activities, and an interactive project website (which grew in importance as a tool for communication and public participation under the pandemic restrictions.) The consultant team reviewed the history of the neighborhood and previous plans, to better understand, and build on, the good work that has been completed previously. This is a Community Vision—and its very foundation is the aspirations of the residents and business owners for the future of their neighborhood.

Stakeholder Interviews

In the winter of 2020, the consultant team interviewed a broad cross-section of stakeholders, including: business and property owners; neighborhood residents; retail, restaurant, and bar owners; University of Northern Iowa (UNI) leadership; landlords; UNI student leaders; local developers and real estate professionals; College Hill Partnership board members; City public safety, planning and community development staff; and the parking enforcement staff for the city and university.

The groups identified several overlapping and consistent concerns and interests, although with different priorities, including:

- the importance of continuing the code enforcement and landlord accountability programs;
- the need to keep the student population close to campus and the College Hill business district;
- the importance of treating all landlords and property owners fairly and consistently;
- the desire for more diverse businesses to attract non-student customers;
- need to emphasize property maintenance and general appearance of streets and buildings serving as the “front door” to the University;
- more/better engagement between students and the community;
- the desire to attract more families/non-students to live in nearby neighborhoods;
- improved parking management for streets and City lots;
- a desire to improve connections between College Hill and Downtown; and
- maintaining a unique identity and character for College Hill and nearby (historic) neighborhoods.

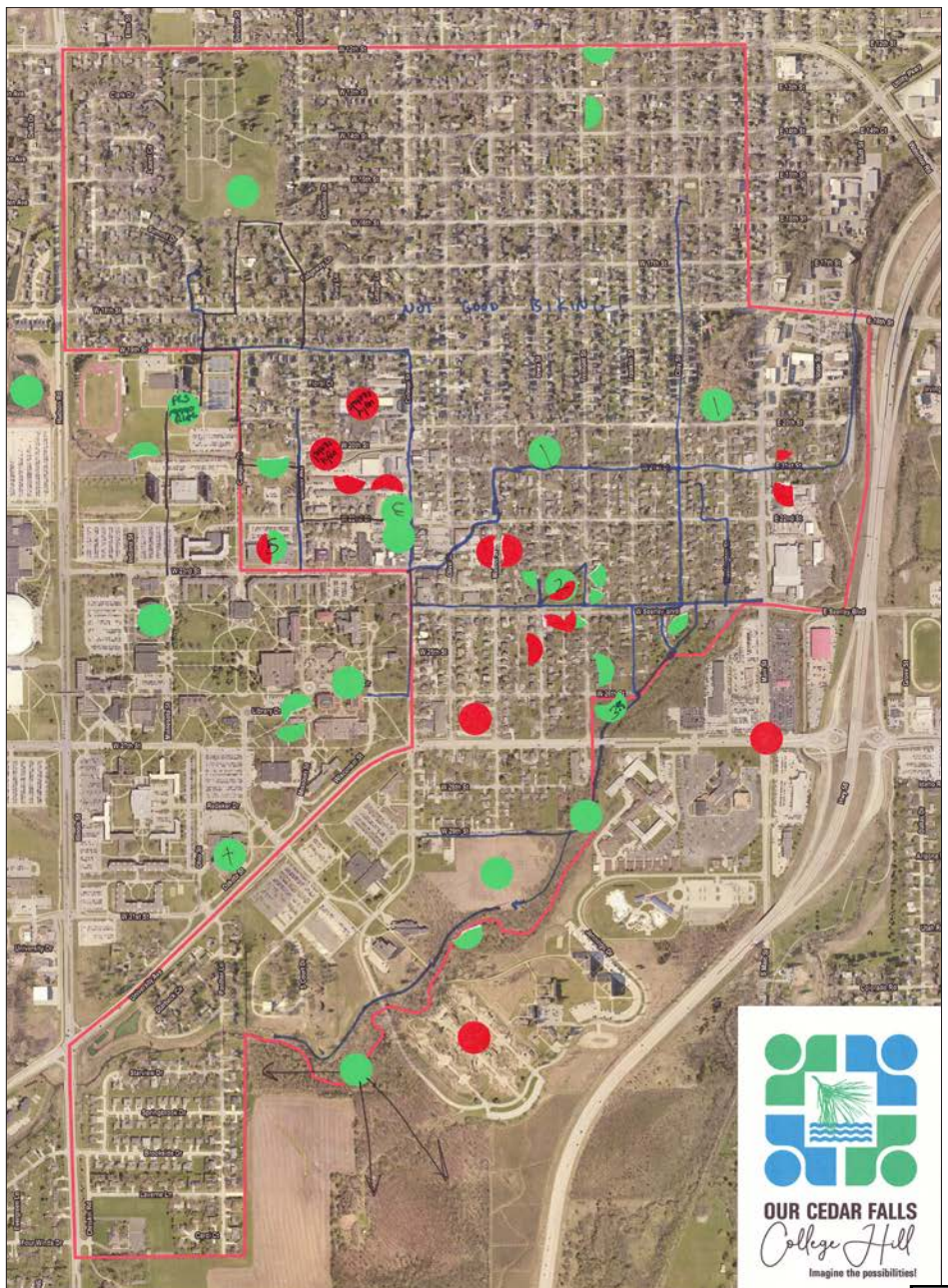


Approximately 50 community members attended the *Imagine College Hill! Kick-Off Event* at the University of Northern Iowa CEEE in January. Following a welcome by the mayor, the consultant team provided a project overview and a visual introduction to urban design concepts, such as placemaking, urban form and character, and walkability.

Before and after the presentation, the team used several activities to engage participants, promote discussion and gather input—to get to know the College Hill study area and understand some of the issues and concerns that the *Imagine College Hill Vision Plan* needed to address. The engagement activities included:

- a small group mapping exercise (*photos at right*) with two components—first, people marked their primary walking and cycling routes to and through the study area; and second, they identified areas of “strength and weakness” in the area (those locations that they liked or felt need improvement) by marking them with green and red stickers, and provided additional explanatory comments, if desired;
- a visual preference exercise, in which attendees could “vote” on images of buildings, streetscapes, and parking, to indicate whether they felt the character and scale were appropriate for future development on College Hill and in nearby neighborhoods; and
- a survey about individual interest in the visioning project and when, how, and why individuals visit College Hill.

The mapping exercise revealed considerable consistency between groups. Although only a snapshot



of opinions, the visual preference exercise revealed several consistent community “likes” and “dislikes.” Some highlights:

Residential development in adjacent neighborhoods

- Preferred – small front yards, 2-3 stories, with generally traditional architectural detailing
- Not preferred – no front yard, garages or parking in front, continuous repetitive designs

Commercial & mixed-use in the College Hill business district

- Preferred – street-oriented buildings with shopfronts
- Not preferred – buildings oriented toward parking lots

The street-space or public realm (the area between the building façade and the curbs)

- Preferred – generous sidewalks with street trees (both for business district and neighborhoods)
- Not preferred – narrow sidewalks, lack of street trees, and inactive street frontage

Residential in business district

- Preferred – medium-scale, discrete individual buildings oriented to the street
- Not preferred – larger-scale, monolithic designs, oriented toward parking

The kick-off survey revealed that most participants drive to College Hill for work and other activities, but they indicate that they would like alternative transportation options that are either not currently available or are perceived unsafe or inconvenient.

Images of the “strength and weakness” maps, a tally of the visual preference exercise, and the full survey results are provided in the Appendix.



OUR CEDAR FALLS
College Hill
Imagine the possibilities!

Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020

Visual Preference Results

BOARD A
Adjacent Neighborhoods






College Hill Center – Commercial & Mixed-Use



College Hill Center – Residential



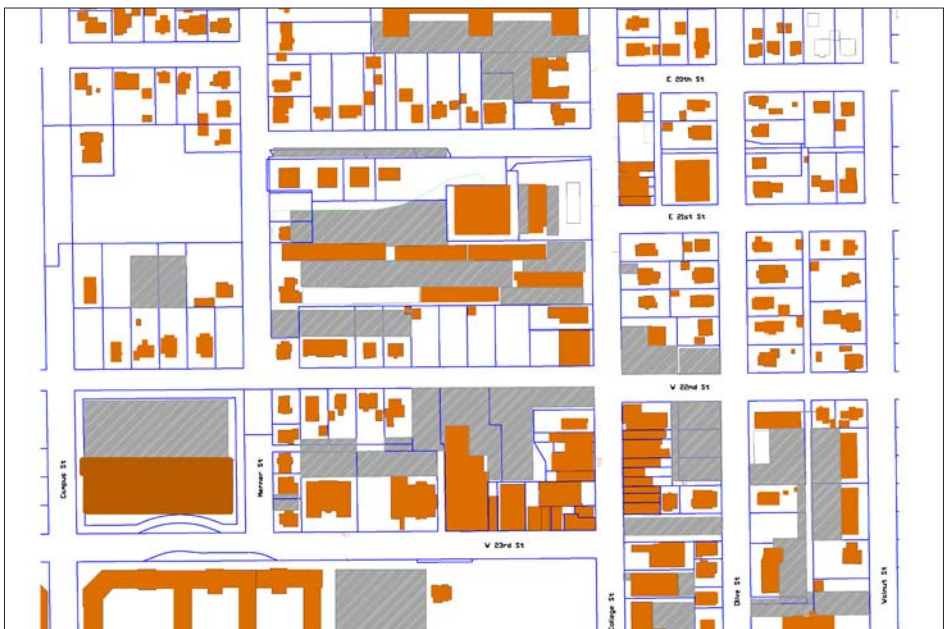
Site Analysis: Understanding the Physical Context

The team drove and walked around the entire study area to experience the existing physical context, noting the character of historic and recent development, taking photographs and identifying potential (prototypical) redevelopment sites. Street widths, traffic patterns, parking locations and availability, public open spaces, and the existence and health of street trees were also examined.

The team examined the overall pedestrian experience based on details such as: interesting shopfronts and active building facades (or the lack thereof); available activities and potential destinations; street lights; and the absence of wayfinding signage for pedestrians or cyclists.

Several features of particular importance were identified:

- the close proximity of the neighborhoods to campus and the business district;
- the fact that there were very few vacant shopfronts along College Street within the business district;
- the range of property maintenance, particularly in proximity to the university campus;
- the historic houses along with some more recent examples of incompatible infill for the existing context—both urban commercial and traditional neighborhood environment;
- the gap in the street frontage along College Street, from the Upper to Lower Hill;
- the high ratio of surface parking lots to building (*diagram at right*);
- the opportunity for using the flood control infrastructure as an amenity; and
- the proximity to (yet disconnection from) the bike trails, the Cedar River, and Downtown.



Understanding College Hill

The study area includes the area considered the College Hill business district along with several of the surrounding adjacent neighborhoods. The mixed-use center has a wide range of building styles dating from throughout the 20th century and more recent. The neighborhoods include many historic homes dating from the late 19th century through the Second World War, along with more recent infill.

A section of the Main Street corridor is also included in the College Hill study area; however, it seems physically and psychologically separate, with a mixture of neighborhood-serving retail large-scale retail and semi-industrial uses, along with a few houses.

While most of the commercial buildings within the core of College Hill are street-oriented urban fabric buildings, there are a few that stand out due to their auto-orientation. Many of the apartment buildings are less successful, turning their sides and backs to the street and ignoring the existing context. Many older homes have been chopped up and converted into student apartments. While they maintain the scale and character of the street, they also create other problems, such as insufficient parking and lack of basic/routine maintenance and upkeep.

Activities on College Hill are dominated by the University, but also include a range of eating and drinking establishments, some retail, and other student oriented businesses such as a laundromat, a copy business, and vape shops and tattoo parlors. There is currently little to attract people from beyond the university community or surrounding neighborhoods.





Economic and Demographic Context

The economic and market analysis was based on local demographic, tax base, and real estate data in combination with stakeholder interviews. Key findings included the following.

College Hill has remained very stable over the past 20 years when measured in terms of population and household counts; however, the number of rental properties has increased. As one would expect, the student population is concentrated near the university. That concentration of students, including their location within the overall study area, has a definite impact on both the residential and commercial markets within the study area. The dynamic and market potential of College Hill moving forward depends heavily on the University of Northern Iowa enrollment.

The extent and pace of new housing development will be gradual, as College Hill can only support small increments of new housing, and even that growth will be constrained without adjustments to the current residential parking requirements. High on-site parking requirements for apartments and other rental properties dramatically increase the cost of development and translates directly to higher rents. New residential development in the core of College Hill is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

Given the importance of walkability, compact development, and population density to support a healthy neighborhood business district, it will be important to pursue alternative approaches to the current residential parking requirements, including lower ratios and permitting off-site locations. Additional parking management tools should be considered in the future, if needed, to deter students and University commuters from parking in surrounding neighborhoods (to avoid paying for City or University parking) or monopolizing the short-term on-street parking that is needed to support College Hill businesses. (*Parking considerations are discussed further on p. 21.*)

Conversion of student housing back into single-family use will not be likely close to campus, but may be possible in the neighborhood areas a few blocks away. However, the appeal to non-student buyers or renters will be greatly influenced by the overall character and affordability of these nearby neighborhoods. (Students pooling their resources or paying by the bedroom are often willing and able to pay more to rent a house than a single family. Providing students with equally attractive housing options closer to campus should help to stabilize the nearby neighborhoods with either long-term renters or new owner-occupants.)

Although College Hill businesses are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours. The district needs a bigger retail base (of both students and full-time residents living and working nearby) to support a larger number and greater diversity of businesses. Simultaneously, more diverse or unique businesses can attract customers from a larger geographic area. The size and stability of the business and residential areas typically have a symbiotic relationship. Retailers would also benefit from a seamless connection between the Upper and Lower Hill, creating a continuous walkable retail frontage along College Street.

These demographic and market realities have direct implications for the *Imagine College Hill Plan*.

The full Market Considerations report is provided in the Appendix.

MOBILITY ON COLLEGE HILL

College Hill is primed to be one of the preeminent multi-modal neighborhoods in Cedar Falls. It is already compact and mixed-use, with an interconnected street network and the University of Northern Iowa students and surrounding neighborhoods in proximity to provide the desired foot-traffic. The area can provide a wide range of activities and services nearby, with trip origins and destinations in such proximity that active modes of transport such as walking or cycling can be more attractive than driving. It should be easy for people to move in and around College Hill safely and efficiently without using an automobile—if a person chooses to do so. College Hill should be the neighborhood in Cedar Falls where UNI students and other city residents who want to live car-free should be able to—with all of their daily needs within a short walking distance.

Getting the design of the streets “right” can mean the difference between a vibrant, walkable, and economically successful neighborhood “main street” district and one that motorists simply pass through without any consideration of visiting. (Or one in which people only walk from their car to their destination, and then back to their car for their next destination, even if it is only a few blocks away). The goal is to plan and design a place for people, accommodating cars but not designing primarily for their use for every trip.

Pedestrian-oriented, multi-modal districts should give residents and visitors true choices about their mode of travel—walking, bicycling, ride-sharing, taking transit, and driving. Individuals can choose the mode that is best suited for their current trip or activity. Complete Streets principles are a way to make sure that people have those choices. In the College Hill study area, there are several guiding principles to support such an environment, both in the core and in the surrounding neighborhoods. Although several College Hill streets have been rebuilt in the past decade and are not due for additional improvements in the near-term, all future street reconstruction projects in the district should include the following ideas.

- Right-size streets (number of lanes, lane widths, slow speeds, and equitable accessibility for the active modes) based on context to enhance the walking and bicycling environment
- Improve sidewalks and fill in gaps—create continuous system for walking
- Enhance crossings for safety and accessibility: with curb bulb-outs, high-visibility markings and active warnings such as Rectangular Rapid Flashing Beacons where needed; improve interface between trails and streets; and use measures like protected intersections where appropriate
- Implement transit shuttle (like former Panther Shuttle); seek funding partnerships when available. Make transit efficient and reliable
- Implement comprehensive pedestrian and bike network wayfinding for destinations and routes (distance and time to popular destinations by walking and biking)
- Establish working partnerships with College Hill businesses, residents, City, and UNI



Rectangular Rapid Flashing Beacon

Walkability

Walkability depends on several factors, including pedestrian safety, comfort, and interest. While active building frontages and people-places provide interest, slow-moving traffic with wide sidewalks and short pedestrian crossing distances are fundamental for safety and comfort. Perceived safety is particularly important for pedestrians when crossing streets. Both vehicular speeds and the distance from curb-to-curb (the time the pedestrian is in the travel lane) effect this perception. Reducing the crossing distance by a combination of installing corner bulb-outs and narrowing lanes will greatly improve pedestrian safety and comfort.

Generous sidewalks are the best practice for mixed-use, high foot-traffic areas—15 to 20 feet in a “main street” environment, providing enough space for clear passage, street trees, and outdoor dining. Urban sidewalks should be understood as a combination of the ‘clear walkway’—the continuous and unimpeded sidewalk width and the ‘tree lawn’



Re-purposing two on-street parking spaces to accommodate outdoor dining



Intersection at 23rd and College Streets: existing pedestrian crossing distance

width, a generally continuous soil trench that can have special pavements between the trees that can add 6 feet or more to the pedestrian zone width.

For example, the pedestrian crossing distance on 23rd at College Street is more than 39 feet (see Diagram below). By reducing the travel lane width and eliminating the free-flow right turn lane, that distance could be as little as 22 feet, almost cutting the crossing distance (and time) in half. This would greatly increase pedestrian comfort and walkability for one of the highest pedestrian-traffic areas in the city. The traffic geometry for the Vision scheme in the diagram below proposes narrower travel lanes, bulb-outs, and a 25-foot radius at these core intersections. This design frees-up space for 14-foot sidewalks along most streets.

Built-out areas such as College Hill are often physically constrained and must balance competing priorities—such as on-street parking, street trees, and clear sidewalk widths. Street rebuilding that involves relocating curbs is expensive. In the short term, trade-offs may be required; but when there are opportunities to reconfigure and rebalance the street-space allocation—such as when streets are rebuilt, properties are redeveloped, or zoning standards are revised—installing wider sidewalks and corner bulb-outs should always be a priority.

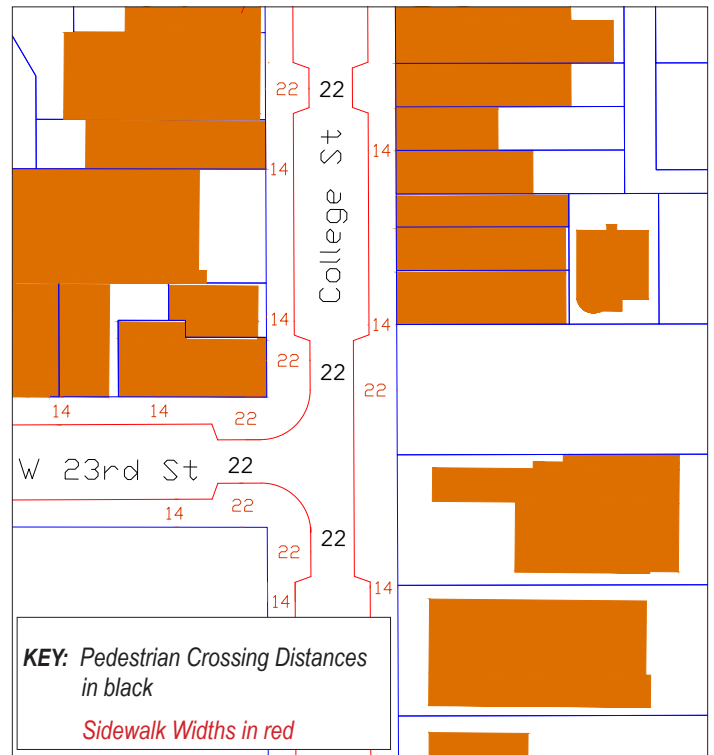


DIAGRAM: A comparison of the pedestrian realm dimensions near the intersection of 23rd and College Streets: Existing (left) vs Vision proposed (right)

Reallocating the street-space has multiple benefits, including increasing the sidewalk width to accommodate street trees and activities such as outdoor dining, as well as decreasing the distance for pedestrians crossing the street, which improves pedestrian comfort and safety.

Bicycles as a Viable Transportation Option

Cedar Falls has a visible and vocal bicycling community (as evidenced by both the existing bicycling trails and shops, and cyclists' enthusiastic participation in the College Hill visioning process). However, even amongst this group, the comfort and skill level varies. In the stakeholder meeting with the Pedestrian & Bicycle Committee, different people identified different “preferred routes” as the best way to get from the Cedar Valley Trail to College Hill and from College Hill to Downtown. This is similar to other US cities, which typically have a small group of “strong and fearless” bicyclists who will ride in almost any environment; but a much larger cohort of about 70% of people who fall into the “enthused and confident” and “interested but concerned” groups that have been proven to ride more with improved facilities and infrastructure. Separation from and calming of vehicular traffic is key to these users, and right sizing of the streets is key to providing that calming.



Wayfinding both from and to bicycle trails



Protected intersections can be used to enhance crossing for cyclist at larger intersections, such as Main Street at Seerley Boulevard
(Image Source: NACTO Guide)

As one participant stated, today Cedar Falls has “more of a patchwork than a network” for bicycles. With a connected bicycle network comprised of a combination of dedicated facilities and safer streets more conducive to use by this 70%, bicycling can be a practical and efficient mode of transportation (rather than just for recreation)—particularly for College Hill residents and employees. In addition, while wayfinding on the trails and greenways clearly identifies nearby points of interest, the reverse is not true. For the uninitiated cyclist on College Hill, the routes to the trails and Downtown are not marked. Such wayfinding is important for visitors and students new to UNI alike. Completing this patchwork into a cohesive network for cycling will require physical modifications to certain streets, augmentation of crossings, and comprehensive wayfinding that ties the system together.

The concepts in this *Imagine College Hill Plan* and the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009) should be complementary—most streets in the College Hill study area will remain the same, while others may only need designation of a route and wayfinding. A few may be identified for modification, such as: protected intersections, crossing enhancements, or separated facilities for pedestrians and cyclists alike through “completing the street” by narrowing or reallocating lanes for the active modes.

From an economic development perspective, cities that invest in cycling infrastructure such as trails, greenways, and on-street cycling facilities see reinvestment in the community to tap the visitors using the newly available mode of transportation. Greenville, SC and Travelers Rest, SC have seen significant economic impacts as a result of the Swamp Rabbit Trail; the communities in Northwest Arkansas have seen a significant return on the investment in the Razorback

Why Rethink College Hill Parking Requirements?

Requiring each future infill residential or redevelopment project to provide all of its parking on-site will work against the environment envisioned in the **Imagine College Hill Plan** for the following reasons.

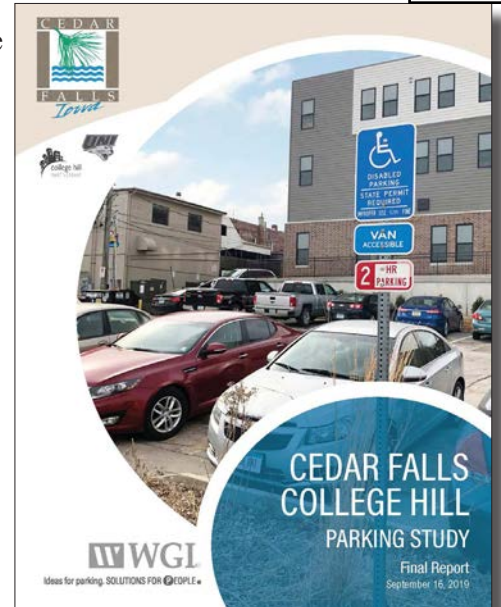
- On-site parking reduces the redevelopment potential of individual lots—particularly in relation to intensifying student housing close to the UNI campus. (See the Appendix for additional information.)
- Surface lots limit the developable area and create “dead zones” on the street if poorly located.
- Excessive on-site parking increases the cost of redevelopment (and therefore the cost of new units).
- It is contrary to creating a walkable, “park once” environment.

Regional Greenway; and cities across the country can tie entire neighborhood revitalization efforts to physical street and infrastructure changes like complete streets that allow people to walk and bike. Such long-term investment in “quality of life” infrastructure could assist with stabilizing the College Hill neighborhoods.

COLLEGE HILL PARKING

The design team reviewed the recent College Hill Parking Study through the lens of urban design and placemaking. While generally in agreement with the proposed approach, the team recommends that additional strategies be considered, particularly in relation to university and private parking management and resources, to better support the goals and vision of the *Imagine College Hill Plan*.

Within the context of the broader College Hill urban design, mobility, and market analysis, and building on the parking management strategies in the study, the following should be key implementation priorities to produce the desired environment (and parking supply). Unlocking the redevelopment potential on College Hill will require managing parking through a multi-pronged approach, in addition to improving the pedestrian and bicycle environment as described above.



- Revise the current parking standards as part of the zoning update.** There are several available approaches and tools. Ultimately, the solution to College Hill parking concerns will likely be “both/and” rather than “either/or,” as there are a myriad of competing interests for parking within the district. Right-sizing the parking requirements, particularly in the heart of College Hill within close proximity to UNI and the business district, is the place to start. From a market perspective, the current requirements of one on-site parking space per bedroom simply does not pencil out for small-scale redevelopment projects as envisioned for College Hill. Reducing the minimum residential requirements within the core character areas—the Heart of the Hill, General College Hill, and University Neighborhood (*see p. 35 for detailed character area descriptions and locations*), while permitting off-site parking within a defined distance, should be considered. Developers should be encouraged to help provide such additional parking supply, for residents and visitors to College Hill.
- Coordinate parking management with UNI.** The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the “free” on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the *Imagine College Hill Plan* is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.
- Continue to implement the parking study strategies.** Set triggers for next steps in the overall strategy and monitor the parking supply and demand on an annual basis to be able to proactively address concerns before solutions are needed. Evaluate each step’s effectiveness, and adjust when appropriate, as each strategy is implemented.
- Consider additional parking management tools in the future, as needed.** These might include: a parking management district within a defined area close to the campus and business district and a fee-based residential parking permit program within the management district, if appropriate.

A zoning code includes a range of tools that can be used to guide development, including: form standards, zone districts, use standards, site development standards, and review processes. Each tool plays a specific role in establishing an overall development pattern. Making sure the zoning standards are designed to implement the vision, goals, and policies of a comprehensive plan is a key step in ensuring the plan's long-term success.

The Cedar Falls 2019 *Imagine Downtown Vision Plan* zoning analysis notes that it will be important for Cedar Falls to undertake a more comprehensive and cohesive update to the current zoning code to both ensure that the plan can be implemented and, equally important, to ensure that the current regulations will not act as a barrier to the community's preferred development patterns that have been identified in the process of creating the *Imagine Downtown Plan*. The same analysis will be needed for this *Imagine College Hill Plan*. The College Hill zoning updates should be able to benefit from and be coordinated with the zoning changes made to implement *Imagine Downtown*. Key considerations should include the following:

1. Use All of the Zoning Tools Available. Even though zoning codes should include a wide range of tools that can be mixed and matched in a variety of ways, the current Cedar Falls zoning code is heavily focused on regulating through one tool—the individual zone district. As planning and the community have changed over time, new stand-alone zone districts have been created to address the problems of the day. The result of this approach is the creation of new base and overlay zone districts that are “layered” on to the existing zoning code. To accommodate the widening range of topics addressed by modern zoning, the newer zone districts include regulations that typically would have been addressed in another, separate section of the code. When a new commercial district was created, for example, it would include landscaping and sign standards applicable only within that district. The more generally applicable landscaping and sign regulations, included in the code outside of the zone districts, have been left to age in place. The idea behind this approach is good; new districts should have updated development standards. The problem, though, is that this approach has created multiple “parallel” codes; allowing the “old” regulations to be applied in those locations with “old” zone districts while limiting application of the new (and presumably more relevant) standards to the districts in which they've been drafted. This “siloes” approach to zoning ensures spotty and inconsistent development patterns. It also makes the zoning code difficult to navigate, for both the City and code users.

The City needs to create a set of modern, place-based zone districts with an emphasis on scale, form, character, and intensity to apply to the College Hill plan area. This should include both new districts and updates to currently applicable districts, such as the residential districts surrounding College Hill. Both the new and updated zone districts should be linked to generally-applicable, baseline site development standards as well as standards designed expressly for College Hill (e.g., parking, landscaping, stormwater, signs). The goal of these revisions would be to reconnect the various working parts of the zoning code and, while doing that, eliminating old regulations that are no longer useful. With these key pieces in place, the City will have a more highly connected zoning code that is both easier to use and easier to effectively amend.

2. Create Transitions between the University and Surrounding Neighborhoods. One aspect of College Hill that should be considered in the zone district revision process is how to design and regulate the area of transition between the more intense UNI and College Hill business district development and the surrounding primarily detached residential neighborhoods. The City's current residential zone district line up and development standards for R-3 and R-4 may need a boost through the creation of new districts and development standards with more emphasis on form and character, including parking and landscaping, that are designed to provide a physical transition between the more active mixed-use areas and the less intense neighborhoods.

3. Right-Size Use and Development Standards to Create Unique Places. Older zoning codes are more likely to regulate at a very general level, with one set of parking standards or one type of perimeter landscaping design. Codes drafted pre-2000 particularly tend to be more one-size-fits-all and not include a layer of regulatory detail that is focused on form, scale, and tailored site design. The current Cedar Falls zoning code attempts to modify this approach for College Hill through the College Hill Neighborhood Overlay (CHN). The CHN is a very detailed code section that is designed as an overlay (overriding amendment) to at least six underlying base districts, including

C-3, P, R-4, R-3, R-2, and R-1. This is a wide range of zone districts with many different purposes, and the CHN a challenging document to navigate. The regulations incorporated in the CHN might be better addressed, and made easier for code users to understand, through updated zone districts that provide more site-tailored regulations including: creating a scaled approach to residential access and parking requirements, delineating design standards for that range of residential development types that set rules for context sensitive infill/missing middle development forms, and linking to proportionate compliance standards that clearly establish when existing development is required to come into compliance with current zoning regulations.

Similar to the Downtown zoning updates, focusing on form and scale is key for the full range of zoning standards in the College Hill core. The zoning update needs to synchronize the community aspirations of the *Imagine College Hill Plan* with context-specific regulatory standards that emphasize form, character, and intensity. The current regulations are focused on specific land uses and statistical measurements that are pretty easy to calculate but that do not make the connection between the plan preferences and the built environment. Updated districts that regulate form, character, and intensity are more holistic, allow the City to review not only individual structures on individual lots, but also the relationship between buildings, and between buildings and the public realm including the sidewalk and street. Outside of the College Hill core, zoning code updates should also include changes to the traditional residential districts surrounding College Hill that incorporate standards to protect the multiple site and structure design choices that reflect the existing neighborhood character.

4. Be Specific About Infill Standards. The zoning code needs to include specific infill standards and processes. Infill standards are designed to ensure that the zoning code does not inadvertently make infill development difficult or impossible by applying general standards that unique lots cannot accommodate. If the City wants to encourage applicants to take up the challenge of development or redevelopment, it will help to provide clear intent and be very specific about where the zoning code can help to fit projects into difficult lots and spaces. In the context of College Hill and the nearby residential neighborhoods, any new development standards should be drafted specifically for a redevelopment context, because the study area is built-out. This might include parameters for administratively adjusting some requirements—such as dimensional standards, landscaping/tree requirements, and preferred sign types—on a site-specific basis to address atypical situations.

The overall content of the zoning update for College Hill will build on the approach and format established for Downtown. Some initial concepts for new development standards are included in the Character Area and Frontage Type sections, beginning on page 34.



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VIRTUAL CHARRETTE: PUBLIC VISIONING WORKSHOP

The Community Design Charrette was a virtual process working with citizens and stakeholders to define a vision for the future of College Hill and nearby neighborhoods. The virtual charrette activities included a public hands-on design workshop, on-line design team Q&A sessions, video technical meetings, a web-based student survey, and a work-in-progress presentation.

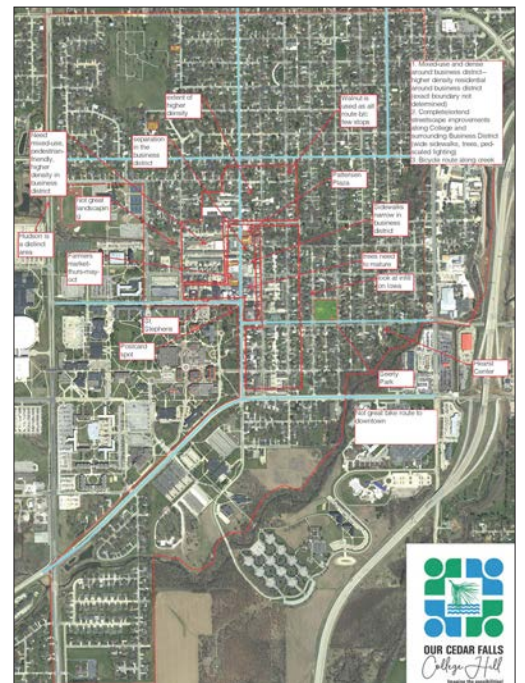
Envisioning the Future: Working Together to Share Concerns & Aspirations

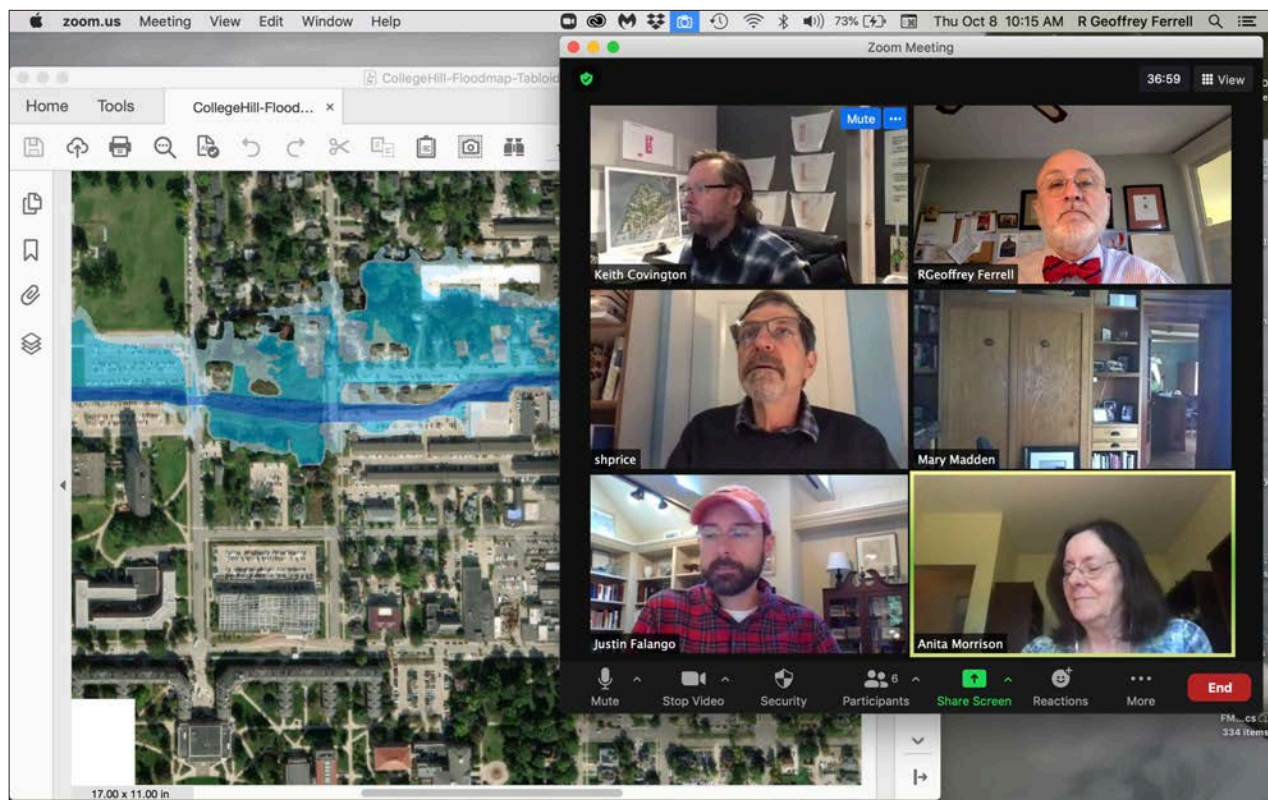
On Saturday morning, October 3, a group of Cedar Falls residents gathered on-line to discuss College Hill—both their perceptions of its current strengths and weaknesses, as well as opportunities for the future. Despite the limitations of meeting virtually, small breakout groups led by a facilitator discussed a series of questions about College Hill, using an aerial photo of the study area as a reference and to capture the groups comments and notations. The groups focused on topics like walking and bicycling; the natural features; local business; character and scale of existing and potential new buildings; opportunity sites for redevelopment; and [connections/the relationship] to Downtown and the Cedar River. (The use of the aerial photo maps encouraged people to be specific with their comments and recommendations, identifying both problems and opportunities in specific locations.)

After working through current issues and concerns and discussing opportunities for the future, the groups reconvened and the facilitators highlighted the major ideas and concepts for the future of College Hill to the entire group. Although there were differences of opinion, several areas of consensus were evident. These points of consensus were studied and tested throughout the charrette week and form the foundation of the *Imagine College Hill Vision Plan*.

Common Topics

- preserve neighborhoods
- walkability & sidewalks
- street trees & natural amenities
- retail & dining options
- bicycles





The design team working in the virtual studio

Refining the Vision

From October 3rd to the 14th, the consultant team worked together off-site in a virtual urban design studio where they combined the upfront analysis and the residents’ ideas into a draft College Hill vision plan. Throughout the charrette, the team held a series of technical meetings with landlords and business owners; local developers; the bicycle and pedestrian committee; the transit authority; City planning staff; parking management staff from the city and university; University of Northern Iowa administrators; the College Hill Partnership; and members of the City Council.

These sessions provided an opportunity to gather additional information and test the community aspirations against real-world contingencies such as floodplains and other site constraints, property ownership, and local market and economic conditions. The technical considerations informed and shaped potential redevelopment scenarios, built on the residents’ ideas—to ensure that the community vision for College Hill is rooted in reality.

The team explored several redevelopment scenarios, using prototypical parcels and sites within the study area to ensure they ‘fit’ within the College Hill context. Hand drawn and computer simulated “before and after” images of these development studies will help residents visualize potential change before it occurs.

Additional Virtual Charrette Activities

In order to engage the public throughout the charrette, the team held several other activities. There were two on-line Question & Answer sessions, in which people could “drop in” and ask questions about the project and provide additional input and opinions. Brief “studio video updates” were posted on each day’s major activities and two “quick polls” about the College Hill character areas and appropriate buildings heights were also taken. Last but not least, recognizing the significant presence of students living and going to school on College Hill, an on-line survey targeted to UNI students seeking their opinions and perspectives on housing, transportation, entertainment, and shopping topics was also completed. (*Quick poll and student survey results are available in the Appendix.*)



The Virtual Charrette activities were concluded on October 14 with a “Work-in-Progress” presentation to the Cedar Falls Planning Commission via video conference. The team shared the preliminary work on the *Imagine College Hill Plan*, which was built on community input from both the January community kick-off and the week’s Virtual Design Workshop, stakeholder interviews, and technical meetings.

The overview of the work to-date included: the teams’ context and site analysis; College Hill mobility with an emphasis on streets, sidewalks, cycling, and parking; and the economic and demographic analysis. Highlights included several urban design and planning concepts, beginning with the “Big Ideas” from the analysis and public visioning effort and including the identification of character sub-areas within the study area. The presentation provided numerous illustrations of prototypical infill and development scenarios, including before-and-after simulations of potential redevelopment of real College Hill sites. It explored topics such as stable neighborhoods and context-sensitive infill; intensifying the compact, mixed-use heart of College Hill; improving the pedestrian realm with new retail and dining opportunities; treating Dry Run Creek as an amenity; and exploring options for shared parking on College Hill.

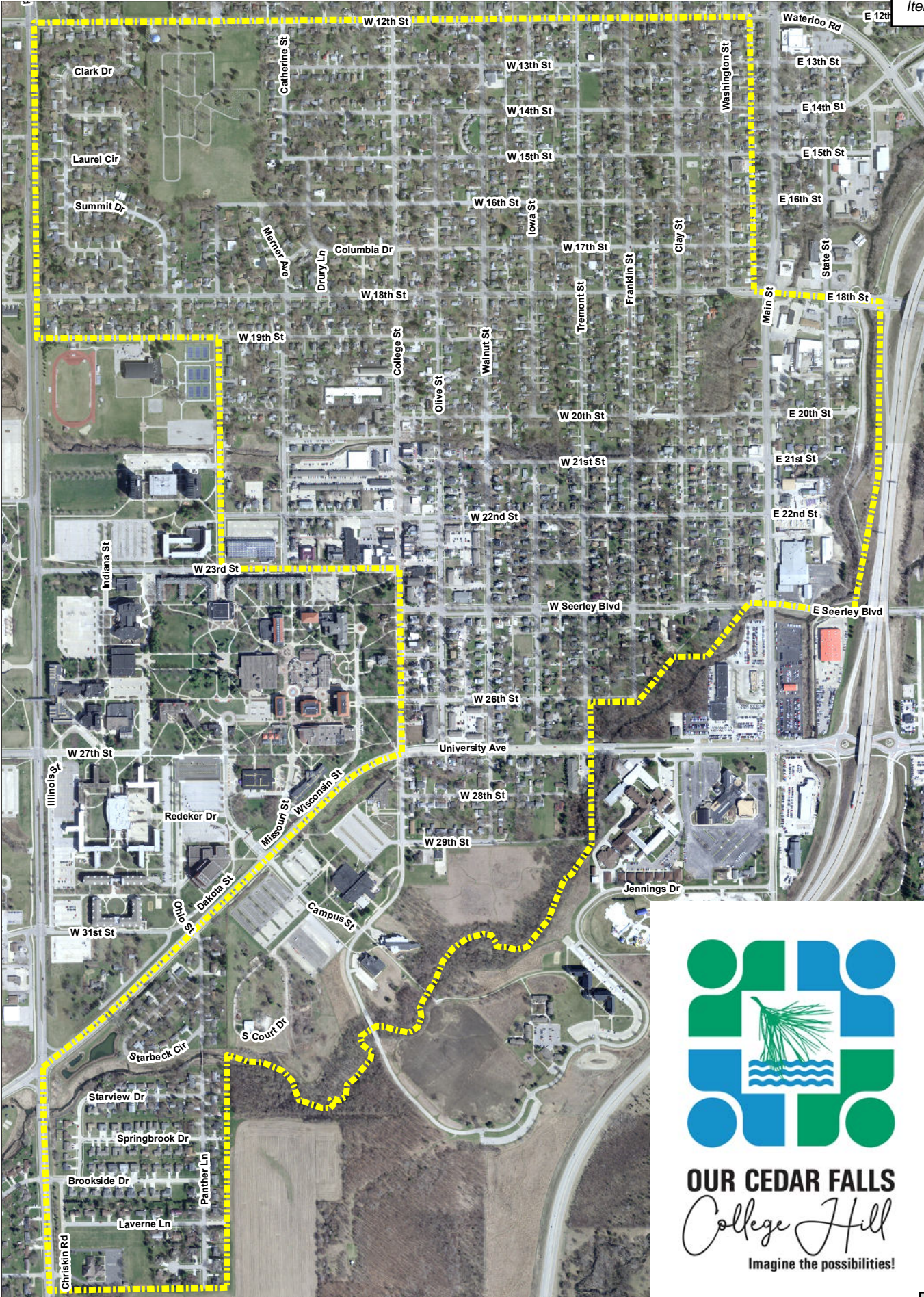
Based on the responses to an on-line survey that was available for over two weeks on the project website, almost 85% of the respondents felt the “Work-in-Progress” presentation was generally on the right track. (*Complete exit survey results are provided in the Appendix.*)

The following pages build on the “Work-in-Progress” presentation with new and improved images and additional information that make up the *Imagine College Hill Vision Plan*.

Imagine College Hill!
May 2021

“Big Ideas” for College Hill

- Stabilize and enhance neighborhoods
- Concentrate & intensify student housing near campus
- (Re)Connect lower and upper Hill
- Improve walkability: safety, connectivity, comfort
- Increase retail and dining options
- Treat natural areas as amenities (add & maintain street trees)
- Make biking easier by improving connections to trails and downtown
- Manage parking better
- Improve Hidden Valley



OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

IMAGINE COLLEGE HILL FRAMEWORK

In order to translate the “Big Ideas” from the Public Visioning Workshop into a conceptual vision plan, it is important to think in physical and place-specific terms and incorporate basic urban design concepts. These design concepts, the community aspirations, and context analysis provide the vision plan framework and lay a foundation for updating the development regulations for the study area.

URBAN DESIGN BASICS

Placemaking

A term describing the core task of good planning—how to make the ‘place’ that the citizens want. This requires focusing on the desired form and character of the built place, rather than the various technical aspects of development regulations. The “placemaking” approach leads by asking the question: “what kind of place do we want to live in?” The technical questions of how that place can be achieved are dealt with secondarily—they must be answered, but they should not lead the City planning and urban design efforts.

Walkability: Changing the character of College Hill Streets

A “walkable” place is much more than one in which there are sidewalks. It refers to an environment where walking can be a primary mode of transportation. In these locations, it is a pleasure to walk; there are places to go and things to see and do; and walking is safe and efficient.

Gateways: Creating a Sense of Arrival

A gateway is a physical location that marks the entry into a new place, in large part by being different. Gateways are important to placemaking because they can change behavior. For example: a gateway design could help calm incoming traffic, by bringing buildings close to the street and planting street trees, to mark the change from the outlying suburban or rural (and high speed) environment into the urban, constrained (low speed) and pedestrian environment. More than mere signage, the strongest gateways are made with distinct changes to the physical place.

“Park Once” Mixed-Use Environments

The fatal parking problem of suburban development is that it must provide multiple parking spaces for every car, at each different place: a space where you work, a space where you shop, a space where you worship, a space where you play, and a space where you sleep. Cities can better manage the parking issue by creating an environment where you can park your car in one spot and comfortably walk to multiple activities: where you work, shop, play, and where you sleep. For every one of those basic activities that can be combined in a “park once” environment, a parking space is effectively created—or ‘freed up’ to be used by someone else.

The Public Realm and Building Frontages

The spaces that people experience as they move through the city—typically the public streets and sidewalks (from building face to building face) and parks and squares, rather than private (building lot or home yard). The best public realm is a defined space with a sense of enclosure provided by building fronts or street trees. The public realm of a city is central to its quality of life—as well as its economy. Building frontages—where the building meets the street—are a key element of the character of the individual streets. The public realm creates the overall “sense of place” while allowing a great deal of variety within the urban framework.

Missing Middle Housing

Missing Middle refers to that in-between scale of building that seems to have been forgotten—from duplexes to rowhouses to small apartment buildings—and that can be comfortably integrated into traditional urban neighborhoods. Smart development regulations (zoning) can facilitate and enable a return of those kinds of neighborhood infill housing options. (*Missing Middle building forms are further described on pages 32-33.*)

A vision plan includes both urban design and policy ideas. Translating the analysis and community aspirations from the Virtual Design Charrette into implementable actions is one piece of a vision plan framework. Not only are these concepts embedded within the overall *Imagine College Hill Plan* recommendations, this page identifies specific steps for realizing each "Big Idea" in the physical vision plan for College Hill.

1. Big Idea: Stabilize and enhance neighborhoods

Implementation Steps

- Establish zoning for new development that fits the scale and character of the place
- Expand the rental-to-single-family-owner conversion incentive program to permit more conversions each year and/or allow funds to be used for additional changes such as interior improvements
- Explore ways to increase both the percentage of owner-occupied units and rental units affordable and attractive to a diversity of households
- Continue the rental permit program and code enforcement efforts

2. Big Idea: Concentrate and intensify student housing near campus

Implementation Steps

- Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus *and* the local businesses (*see p. 35*)
- Maintain regulations prohibiting the conversion of single-family houses into apartments outside of designated areas
- Adjust parking requirements to ensure College Hill is "the place" where students can live without a car
- Revise parking requirements to enable and encourage less expensive (market-rate) housing
- Work with UNI to promote car-free living for students



Image courtesy of the Cedar Falls Historical Society

3. Big Idea: (Re)Connect Upper and Lower Hill

Implementation Steps

- Encourage the redevelopment of underutilized parcels with clear development regulations
- Increase walkability through improved sidewalks and traffic calming along College Street (and throughout the district)
- Increase retail and dining opportunities by encouraging mixed-use development

4. Big Idea: Treat natural areas as amenities (add and maintain street trees)

Implementation Steps

- Redesign the Dry Run Creek flood control infrastructure to serve as public green space and bike/ped connection
- Add or replace street trees to “green” College Hill core and neighborhoods, help define the pedestrian realm and calm traffic.

5. Big Idea: Manage parking better

Implementation Steps

- Exploring opportunities for off-site residential parking
- Reduce residential parking requirements next to the university and core College Hill character areas
- Stop subsidizing low-cost parking for university students and staff (by coordinating parking fees with UNI and considering a fee-based residential permit system for long-term on-street parking, if needed)
- Enable the environment for College Hill to serve as a car-free neighborhood (for people who choose that lifestyle) by decoupling parking from some rental units
- Create a “park once” environment by improving walkability

6. Big Idea: Improve walkability

Implementation Steps

- Improve (and widen when possible) sidewalks in the high pedestrian traffic areas of the study area
- Improve pedestrian crossings, particularly in high foot-traffic areas close to campus and the heart of College Hill
- Reconfigure College Hill streets to be good city streets, not thoroughfares. Right-size the automobile travel lanes and add bump-outs at key intersections to decrease pedestrian crossing distances, lower traffic speeds, and increase pedestrian comfort
- Fill in gaps in the sidewalk network where they exist
- Maintain and improve connectivity: preserve small block size and the street and alley pattern

7. Big Idea: Make biking easier

Implementation Steps

- Provide a combination of bicycle lanes and sharrows in key locations as district streets are rebuilt
- Increase publicly available bicycle parking on College Hill (and increase visibility of what does exist)
- Improve wayfinding to direct bicycle traffic to Downtown and the trails
- Infill gaps in bicycle infrastructure to create a true bicycle network

8. Big Idea: Increase retail and dining options

Implementation Steps

- Continue supporting the College Hill Partnership—economically and politically
- Incentivize increased housing near campus to create more neighborhood support for retail and business options
- Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)
- Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

Often discussed by citizens during the charrette week, Missing Middle refers to the in-between scale of buildings that current developers (and municipalities) seem to have forgotten. Once common, these buildings are more intense than single-family detached houses, but much smaller than an apartment complex or high-rise. They complement traditional neighborhoods, and can help transition from the more intense College Hill core area to single-family detached houses. Missing Middle forms can provide new housing choices lacking in the marketplace today, often at a more affordable rate. They can also be designed and built in a context-sensitive form and scale.

Missing Middle housing can take many forms. Here is a sample of that variety—including some that exist in Cedar Falls today. Note that *context is important* and not all of these examples will be appropriate in every part of the study area.

Twins (duplexes)

A simple variation that can fit onto existing lots in single-family detached neighborhoods. They often appear to be single-family houses, comparable in size to those nearby. They may be configured with units side-by-side or over-under. The near-right building is a side-by-side configuration and is in the study area.



Small Apartments (small)

At the lower end of the range of scales, these can be almost unnoticed in the midst of a single-family detached neighborhood. They typically have small front, back, and side yards, similar to the surrounding context, and are more commonly found on corner lots.



Small Apartments (medium)

Typically found on corner lots or larger streets and avenues, these may have small front, back, and side yards; or be located at the back of the sidewalk, depending on the surrounding context.



Rowhouses

Rowhouses are attached single-family houses. Typically two- to four-stories tall, they may be configured with stoops or porches. Whether platted on narrow fee-simple lots or a single parcel, each rowhouse has direct street access and a rear private space. Parking is off the alley.



Cottage Courts

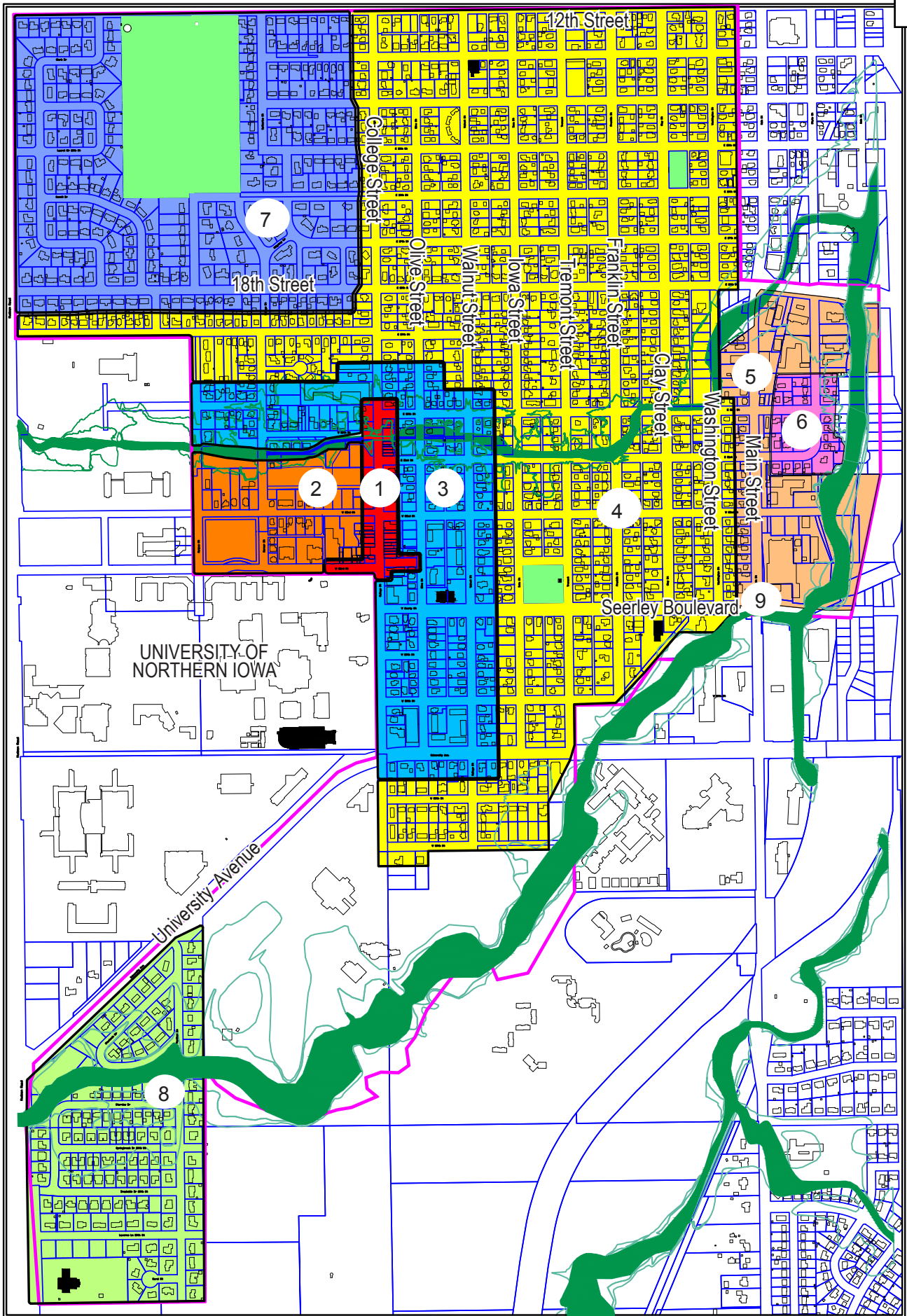
Small detached structures around a central green space, cottage courts can provide the feel of a detached home at a smaller scale. They may require oversize or atypical lots to fit within a neighborhood context.



Accessory Dwelling Units

Apartments that are part of an owner-occupied property and can be configured over a garage, as a basement unit, or as a standalone structure. Although not currently permitted in Cedar Falls, ADUs can provide affordable housing, as well as financial assistance to the homeowner.





The College Hill study area is comprised of several sub-areas, all different in physical character, intensity, scale, and context. Based on the site analysis, market conditions, and community and stakeholder input, the team identified the following Character Areas.

In planning for future growth, these Character Areas provide a framework of intent for the scale of growth and change that is desired. To what degree should each area be maintained, evolve, or be transformed? The *Imagine College Hill Plan* begins to answer that question.

1. Heart of College Hill: College Street between 20th and 23rd Streets (and the adjacent half-block of each cross street)—the traditional College Hill business district. Under the *Imagine College Hill Plan*, the walkability of this area will be enhanced by: filling the gap between the Lower and Upper Hill with infill shopfront buildings, more usable public open spaces, and additional mixed-use opportunities. As streets are reconstructed in the future, this high pedestrian traffic area will have wider sidewalks, more street trees, improved pedestrian street crossings, and right-sized automobile lanes to enhance the walkability of the area.

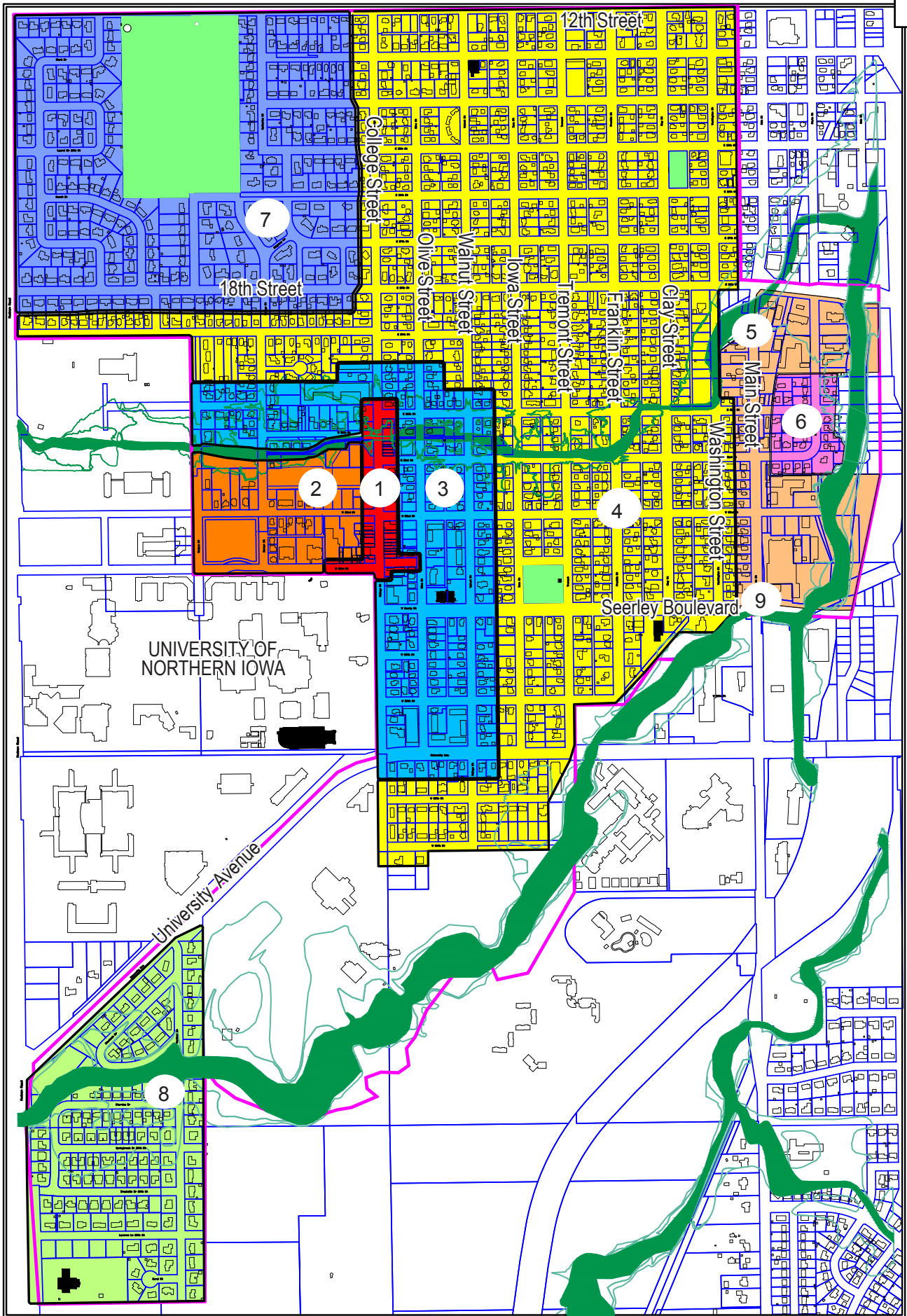
2. General College Hill: Under the *Imagine College Hill Plan*, the area close to UNI between 20th and 23rd Streets and to the west of College Street will allow for growth with more intense buildings—street-oriented, multi-story (maximum 4 to 5 stories), and aligned along the back of the sidewalk or a small dooryard, depending on location. The new buildings would be primarily residential—but will permit a mix of uses (however, new retail will not be encouraged). During the charrette, there were some advocates for larger buildings (above 5 stories) in this area as opportunities for more intense student housing in proximity to campus and the nearby University residential towers. However, given the (slow) growth rate of Cedar Falls overall and anticipated enrollments at UNI, taller buildings may not be economically viable and could result in a net loss for the area, including:

- Requiring more expensive construction types, thereby decreasing the affordability of the new units;
- Absorbing the demand for new growth on one or two sites, leaving other development sites to languish for a longer period of time;
- Increasing the costs to provide adequate parking (either in land area or in construction costs for structured parking);
- Creating an incentive for a developer to “cannibalize” another potential development site to provide the needed parking, creating an unfriendly pedestrian environment at the other site.

In general, it would be more economically beneficial to spread new development more broadly across this area of College Hill rather than concentrating it on one or two individual sites.

3. University Neighborhood: This is the close-in, primarily residential area immediately north of Dry Run Creek on the west side of College Street, and along Olive and Walnut streets, from 20th Street to University Avenue, on the east side. It currently includes a range of building forms, including medium to large apartment buildings as well as detached houses. This area serves as a transition from the business district and the University to the more single-family detached Seerley and Clay Street Park Neighborhoods. Under the *Imagine College Hill Plan*, new structures should be Missing Middle types; limited in scale with no more than four stories in height and 120 feet in frontage (façade length along the sidewalk). The buildings will be aligned, either along the back of the sidewalk or with small dooryards. Height and placement at the rear lot lines will also be limited, especially when adjacent to single-family houses in the neighborhood.

4. Seerley Park and Clay Street Park Neighborhoods: Residential neighborhoods of primarily single-family detached houses and duplexes, including numerous rentals. Careful incremental infill should be allowed—both more single-family and two-family detached houses at a scale that is sensitive to the existing houses, as well as accessory dwelling units (ADUs). Under the *Imagine College Hill Plan*, this area will be stabilized and enhanced. New structures will be no more than two-and-a-half stories in height and 60 feet in frontage (facade length along the sidewalk) with additional design, architectural and form standards to break down the building massing and require front yards that are consistent with the neighbors. Limiting the intensity allowed for new development will discourage the redevelopment of existing, viable, buildings. The development of vacant lots or derelict properties will be encouraged, but at a scale that doesn't stray far from that of the existing context. Policies and regulations will focus on leveling the playing field and creating a better balance between student renters, other renter households, and owner-occupied housing.



5. Main Street Corridor (18th Street to Seerley Boulevard): This portion of Main Street has a mix of detached houses, apartments, small commercial buildings, and semi-industrial uses. It appears and feels physically separate from the rest of the College Hill study area. The properties near 18th Street and near Seerley Boulevard are currently in a primarily highway-commercial form, and underdeveloped. Residents and business/property owners provided minimal input about the area during the *Imagine College Hill* visioning process (likely due to that physical separation). This area has the potential to redevelop under this plan as a mixed-use, walkable corridor with improved sidewalks and street trees; more intense, Missing Middle housing; and continuing heavy commercial uses.

6. East of Main Neighborhood: A pocket of single-family detached houses and duplexes, including numerous rentals, is tucked between Main Street and the Cedar River Trail. Under the *Imagine College Hill Plan*, this area will remain residential, with the potential to accommodate Missing Middle housing forms at a range of prices, attractive to a variety of households.

7. Fairview Neighborhood: Located in the northwest corner of the study area, this neighborhood is predominantly detached houses from both pre- and post-World War II. It is currently the most stable (has the highest percentage of owner-occupancy) in the College Hill study area. It is anticipated the neighborhood will remain much as it is today, with any infill being respectful of the surrounding homes.

8. Southwest Neighborhood: This area was developed more recently than the rest of College Hill. It is more auto-oriented, with a cul-de-sac, no alleys, and many front-loaded garages. Because there are few (if any) vacant lots and the houses are generally of a more recent vintage, and much of the area is constrained by the floodplain, near-term redevelopment is unlikely. However, due to the quality of construction (common in houses of this vintage) and high percentage of rental properties, this area could be transformed over the very long term if there is increased demand for a different type of housing within walking distance of UNI. Under the *Imagine College Hill Plan*, opportunities to improve pedestrian and bicycle connections across University Avenue should be explored.

9. College Hill Gateway Seerley Boulevard at Main Street: This gateway intersection provides access to College Hill for both drivers and bicyclists; however, the roadway configuration and development pattern leaves much to be desired. New development standards should encourage or require any new building to better define the street edge and public realm, creating an improved pedestrian environment and “sense of place” rather than the current highway strip commercial pattern. Two- to three-story buildings and a wide range of uses could be accommodated in this location, including a more urban version of the existing gas station in a “gas backward” form, as this plan illustrates.

The following pages provide general parameters about specific building forms and street frontages for redevelopment in the study area. They describe the desired character of new buildings, their scale and placement on the lot, and details about the relationship to the street, including the range of variation in different character areas.



Maximum Building Height:
4-5 stories*

Facade Transparency:
Ground floor 33-80%;
Upper floors 20-70%

First Finished Floor Elevation:
Minimum 0-3 feet, depending on use
(residences at the street must be elevated)

Permitted Projections:
Awnings, bay windows, shopfronts,
balconies, and signs

Ground Floor Ceiling Height:
Minimum 9-14 feet clear, depending on
use and location

Frontage Build-Out:
Minimum 65-75%*

Permitted Uses:
Ground Floor: Retail*, Restaurant,
Office, Residential
Upper Stories: Office, Residential

Minimum Private Open Area: 15%
of buildable area, at or above grade

Sidewalk: 6-8 feet (plus tree planting
strip with pervious paving)

**varying with specific location and
adjacencies*



This is the basic American “in town” street frontage, once typical in town and neighborhood centers across the United States. Multi-story buildings with closely spaced entrances and windows are lined up shoulder to shoulder behind the sidewalk, filling out the block-face.

This frontage will produce new street-oriented buildings. Required throughout the General College Hill character area, these buildings can accommodate a range of uses, including office or residential buildings, and/or mixed-use buildings, and allowing retail shopfronts in limited locations, with service access and parking lots in the block interior, accessed from the alley. Specific use and scale parameters will vary by location. Where adjacent to single-family residential areas, special setbacks and height restrictions will apply, to protect the existing neighborhoods.



College Hill Storefront Frontage

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The Storefront is the quintessential neighborhood “main street” frontage, with retail and restaurant uses on the ground floor and residences or offices upstairs. The overall building form is the same as the General College Hill frontage, but with large display windows across the ground floor facade and frequent entrances along the street.

This frontage will be required in the Heart of College Hill Area and permitted in some limited portions of the General College Hill and Main Street Corridor Character Areas.

Imagine College Hill!
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Maximum Building Height:
4 to 5 stories*

Facade Transparency:
Ground floor 50-90%;
Upper floors 20-70%

First Finished Floor Elevation:
At grade

Permitted Projections:
Awnings, covered entrances, bay windows, shopfronts, balconies, and signs

Ground Floor Ceiling Height:
Minimum 14 feet clear

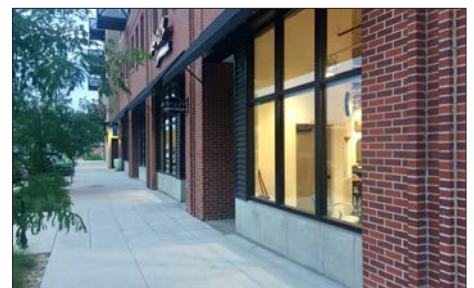
Frontage Build-Out:
Minimum 85%

Permitted Uses:
Ground Floor: Retail, Restaurant
Upper Stories: Office, Residential

Minimum Private Open Area:
10% of buildable area, at or above grade

Sidewalk: 8-10 feet (plus tree planting strip with pervious paving)

**varying with specific location and agencies*





- Maximum Building Height:**
2.5 to 4 stories* excluding basements
 - Facade Transparency:** 30-70%
 - First Finished Floor Elevation:**
Minimum 3 feet, maximum 6 feet above sidewalk
 - Permitted Projections:**
Bay windows, balconies, porches, and stoops
 - Ceiling Height:** Minimum 9 feet clear
 - Frontage Build-Out:**
Minimum 50 to 75%*
 - Continuous Facade Length:**
Maximum 75 to 120 feet*
 - Permitted Uses:**
Residential, Home Office
 - Minimum Private Open Area:**
15% of buildable area, at grade
 - Sidewalk:**
5-6 feet (plus tree planting strip)
- *varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The University Neighborhood frontages will fit comfortably within the existing context, with a range of residential forms, from detached houses up to the larger Missing Middle types. These frontages provide a physical transition between the more intense General College Hill and Storefront frontages and the surrounding, less intense Traditional Neighborhood frontages. It will allow some intensification of the UNI-adjacent neighborhoods.



These frontages generally have rear yards and parking accessed from an alley. The alignment of new building facades to the street and sidewalk will work with the existing context—the buildings may be placed close to the sidewalk with stoops, or further back with courtyards or front porches and small dooryard gardens.



Maximum Building Height:
2.5 to 3 stories* excluding basements

Facade Transparency: 30-70%

First Finished Floor Elevation:
Minimum 3 feet, maximum 6 feet above sidewalk

Permitted Projections:
Porches, bay windows and balconies

Ceiling Height:
Minimum 9 feet clear

Frontage Build-Out:
Minimum 50%

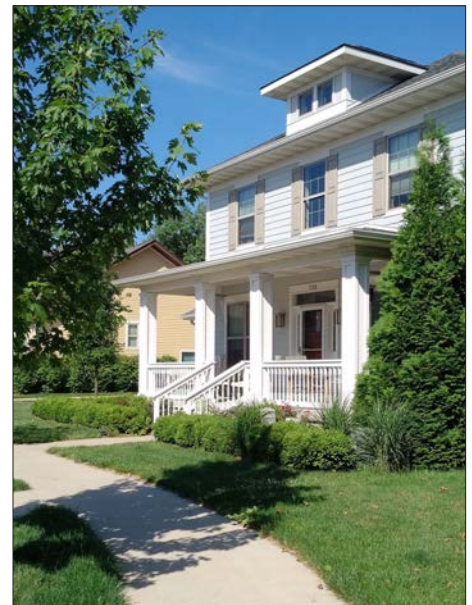
Continuous Facade Length:
Maximum 56 feet (non-corner lots)

Permitted Uses:
Residential, Home Office

Minimum Private Open Area:
20% of buildable area, at grade

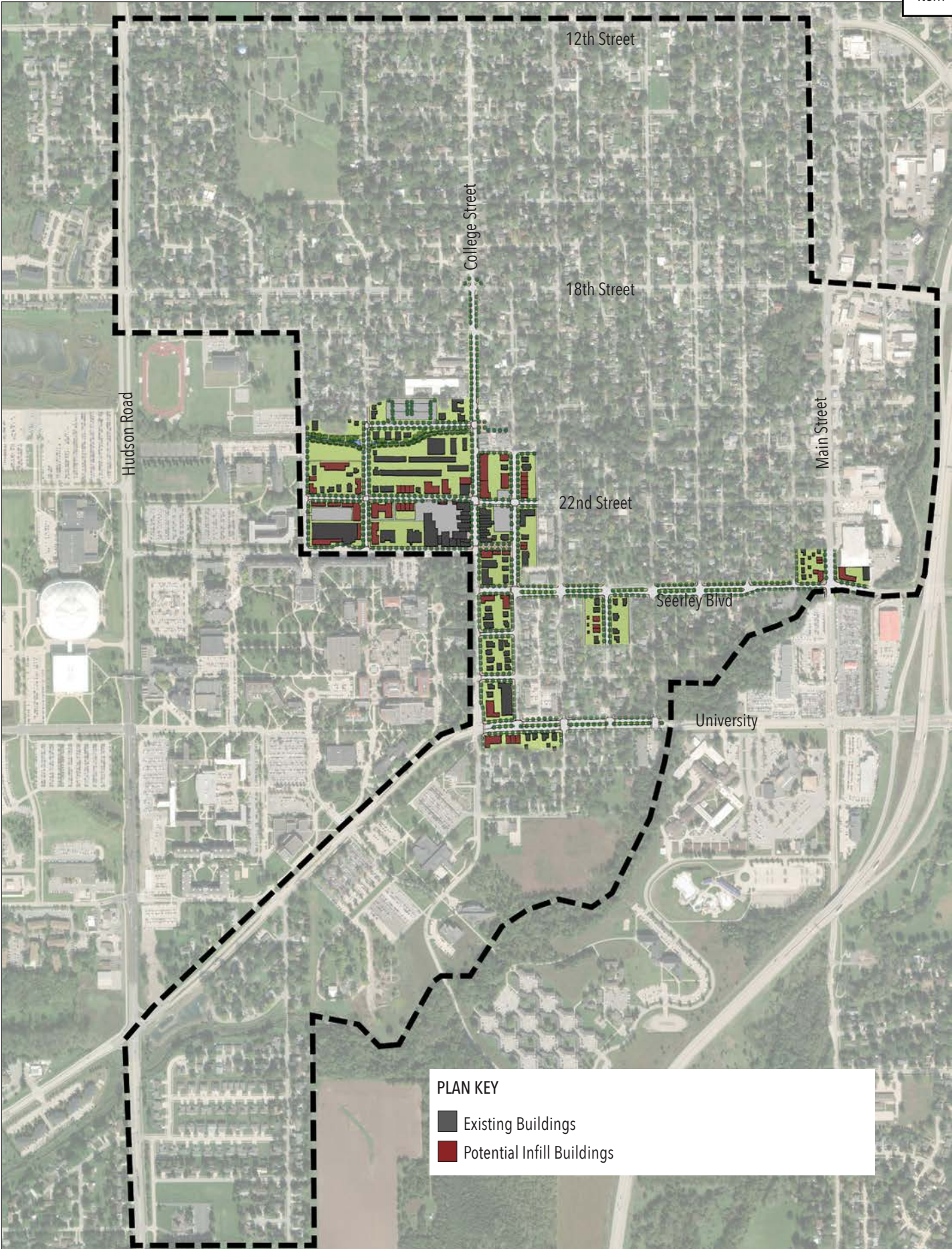
Sidewalk:
4-6 feet (plus tree planting strip)

**varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The character and intensity of the Traditional Neighborhood frontage varies but is generally moderate, linked to the individual Neighborhood Character Areas. It is typically a detached structure—configured as either single or duplex buildings, with accessory dwelling units (ADUs) accommodated.

Any infill redevelopment should reflect the surrounding neighborhood context, both in scale and location on the lot. These frontages typically have front yards and often generous porches, with rear parking, accessed from an alley. The alignment of new building facades will be closely tailored to work with the existing houses along the block frontage.



The Vision

The Imagine College Hill Plan includes an illustrative master plan (at left and following page), showing prototypical redevelopment scenarios throughout the core/heart, incremental infill of neighborhood sites, and re-imagined College Hill streets. It is aspirational and provides a framework for future investment, growth and development. The focus is on the overall urban form and character of College Hill and adjacent neighborhoods rather than the design of individual buildings.

This is a vision document, and it explores various “what if…” scenarios. It is built upon the public input from the hands-on session and further informed by the design team’s analysis. It illustrates urban design solutions within the Cedar Falls context that translate the “big ideas” from the citizens’ work into physical form.

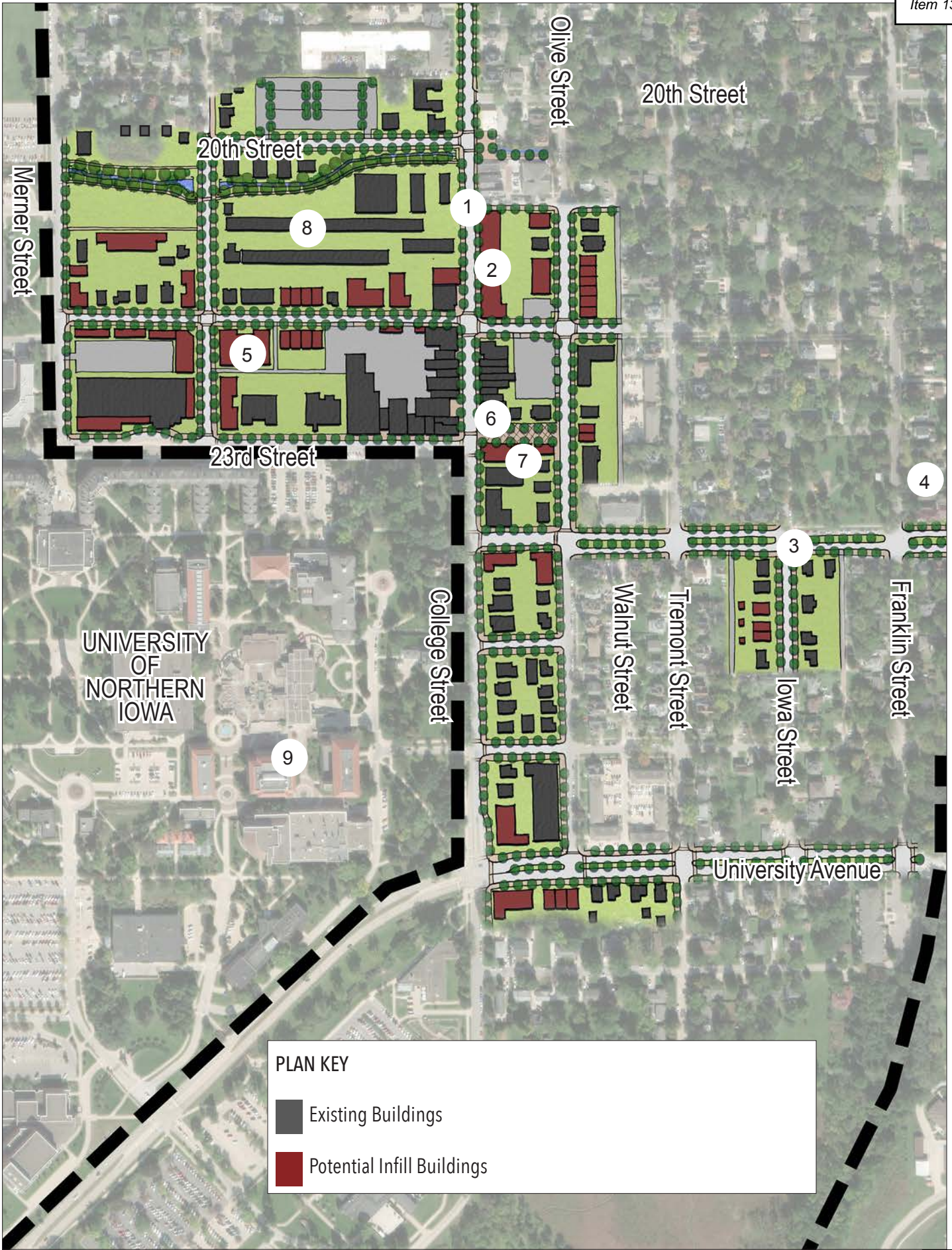
The illustrative master plan shows one way in which redevelopment might occur in the core of the College Hill study area—a possible future build out of the area, assuming most underutilized parcels are redeveloped. It includes the expectation that most of the nearby neighborhoods will remain much as they are today, with emphasis on maintenance and stability and small scale infill respectful of the existing context. The plan assumes no time line, as the market generally determines the pace of growth and investment. It suggests where mixed-use (residential with commercial) makes sense, as well as areas that should be primarily residential.

Charrette participants described a district where a limited variety of activities is currently possible, including living, working, and (primarily student) entertainment, all within close proximity. However, they expressed a desire for more—for broader shopping and dining options and better access to daily needs such as groceries and other activities. The district should be a place in which pedestrians and cyclists are safe, comfortable, and common. Bicycling and walking should be viable transportation options across College Hill and surrounding neighborhoods. This plan focuses on the urban design or overall form of the district. The buildings shown illustrate scale and character—there are multiple building designs that would fulfill the vision plan intent.

The economy and public infrastructure will play significant roles. How do you change the character of the public realm to make it more pedestrian friendly? What will it take to increase the number of residents needed to support a broader variety of retail and promote economic development? What will it take to encourage reinvestment in properties that have been allowed to deteriorate over time? Where are there opportunities for new public space? How do you improve the pedestrian and bicycle connections between College Hill, adjoining neighborhoods, the trail system, and Downtown? What needs to happen first? The pages that follow provide guidance and direction.

College Hill Vision Plan Design Principles

1. Buildings are aligned and oriented to the Street: buildings and street trees provide a sense of enclosure, framing and defining the Public Realm (or Street-Space).
2. Buildings oversee the Street-Space with windows, doors, porches, and balconies: these “eyes on the street” contribute to safe and vital public spaces.
3. Buildings in the core occupy block corners (reducing the perceived pedestrian crossing gap and maintaining the Street-Space)
4. Buildings are designed for the city environment: buildings aren’t simply pushed closer together (that is sub-urban development) but are designed for the urban setting. Views are directed to the street and rear yard/garden, not into the neighbor’s property.
5. Vehicle parking, garbage, and mechanical equipment, should be kept away from the Street-Space.
6. Reconnect or expand the street grid with a small block pattern whenever possible—always preserve existing streets and alleys.



The pages that follow illustrate several “what if” redevelopment scenarios to further explore what is shown in the Illustrative Plan (at left) in specific locations, at the scale of both buildings and streetscapes. For any of these scenarios there are several different building design possibilities, both in configuration and architectural style. The images are intended to provide a sense of an appropriate scale, massing, and siting.

- 1. Visualizing Change: Reconnecting Upper and Lower Hill**
- 2. Prototypical Project: Mixed-Use Buildings along College Street**
- 3. Prototypical Sites: Neighborhood Stability through Infill**
- 4. Visualizing Change: A Gateway to College Hill** (Seerley Boulevard & Main Street)
- 5. Prototypical Sites: Intensifying Housing along 22nd & Merner Streets**
- 6. Visualizing Change: A New Plaza at 23rd & College Streets**
- 7. Prototypical Project: Mixed-Use along 23rd Street**
- 8. Prototypical Project: Re-Imagining Hidden Valley**

1. Visualizing Change: Reconnecting Upper and Lower Hill

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College Street within the Imagine College Hill Plan study has been rebuilt over the past ten to fifteen years. This is a long term visualization—and the increments of redevelopment illustrated may occur in a different sequence, dependent on potential zoning updates, market conditions, and future investment decisions by both the private and public sectors.



Existing Condition

Looking north up College Street, away from the University, toward the Lower Hill. Although the existing businesses are viable, this is a stark pedestrian environment. It is hard to imagine walking from this location at 22nd and College Streets one block to 21st Street, much less all the way to Pettersen Plaza and the businesses near 19th Street. The trip would require walking past several “missing teeth” created by vacant lots, surface parking, a gas station, and buildings setback from the street. The sidewalks from the University to 18th Street are irregular; they are interrupted by numerous driveway curb cuts, in addition to the street intersections, and have limited shade.



New Public Infrastructure

Public investment in infrastructure begins to re-shape the environment. The second image includes wider sidewalks with fewer curb cut interruptions, pedestrian-scale street lighting, proper planting areas for street trees, and narrower travel lane widths with bulb-outs, decreasing the pedestrian crossing distances. The public realm is improved for both pedestrians and automobile drivers.



A Sense of Place

The third and fourth images illustrate increased private sector investment. Underutilized sites are redeveloped with street-oriented, multi-story mixed-use buildings. The street is more welcoming for pedestrians and cyclists. Residents and office workers support a broader range of shopping and dining opportunities along the length of College Street, which in turn brings more potential customers—students and townspeople alike.





The College Hill Vision in Full

In this view, all four corners of the intersection are developed, fully defining the street edges and providing a sense of enclosure, creating an outdoor room where there was none before. Pedestrian crossing distances are shortened. The street is multi-modal, with pedestrians, cyclists, and vehicular traffic sharing the space.

With the addition of viable street trees, improved sidewalks, bicycle facilities, and active building frontages, College Street is reclaimed as a “people place” and one can imagine walking from the gates of the University to the Lower Hill.

A comfortable and inviting public realm provides an excellent place for working, shopping, dining...*and living*. This is a street that is “good for business” and inviting to UNI prospective students—an incentive for even more private sector investment.

2. Prototypical Project: Mixed-Use Buildings along College

Item 13.



Existing conditions—College Street at 22nd Street, view to northeast



Existing conditions -- College Street between 21st and 22nd Streets, view to southeast



Mixed-use buildings with active street frontage—improving the pedestrian realm and reconnecting Upper and Lower Hill

Vision: Mixed-use Buildings
(to define the pedestrian realm and help reconnect the Upper and Lower Hill)

This prototypical redevelopment involves multiple parcels along College Street. It could be completed all at once, with separate owners working together; or over time, with owners redeveloping independently of one another.

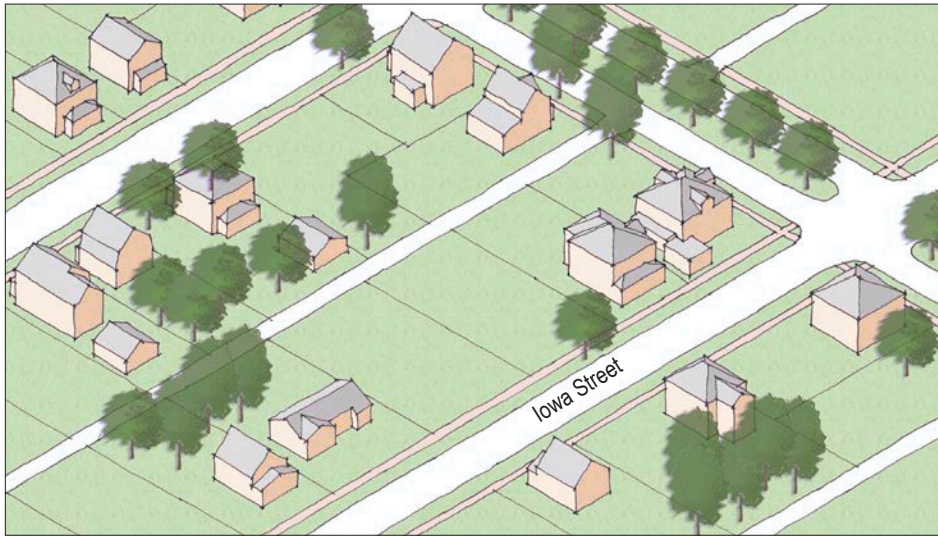
The buildings would include active ground floor space fronting the sidewalk on College Street (accommodating the existing business operating in this location). Parking is behind and under the building. A drive-through facility could be maintained, if designed carefully and located away from the corner of 22nd and College Streets.

Although upper story uses could be flexible, the current market would likely demand/prefer residences, which would provide needed foot-traffic along College Street to support shops and restaurants throughout College Hill.

As illustrated, the ground floors could include retail storefronts as well as support functions (such as lobbies, mail rooms, and management office) for the residential units above. The smaller building at 22nd and College would include 18 two-bedroom, 1000-square foot units on the upper levels; the larger building at 21st and College would include 33 two-bedroom units of the same size. These site layouts could accommodate 40 surface and covered parking spaces under the back of the building on the northern lot and 19 surface spaces on the rear of the southern lot (which would provide an on-site ratio of .5 spaces per bedroom.)

3. Prototypical Sites: Neighborhood Stability through I

Item 13.



Existing Condition

Two adjacent, vacant mid-block parcels with rear alley. They are of typical size for most of the older College Hill study area neighborhoods.



Context-Sensitive Infill

Vacant lots developed with a single-family house and a duplex, oriented to the street with front porches, similar in scale to the surrounding homes. Small structures at the back of each lot are detached garages accessed from the alley with potential for ADUs above.

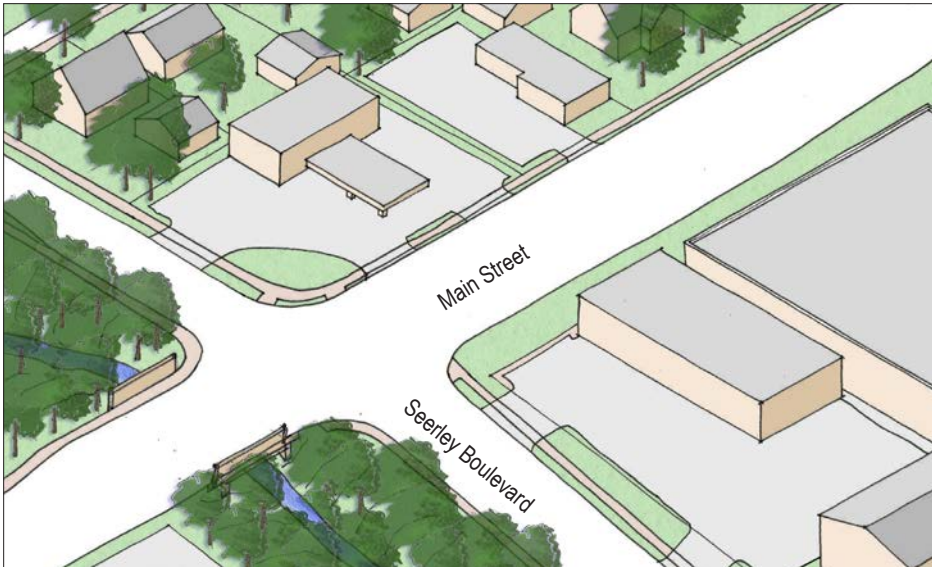
Vision:

The neighborhoods surrounding the heart of College Hill are some of the oldest and most dense in Cedar Falls. The house styles span most of the 20th century; however, until the most recent decades, the overall form and massing was consistent. They were street-oriented, commonly with small front yards and front porches, and rear-loaded garages accessed from alleys. There have always been boarding houses close to the university, but their scale and character were compatible with the surrounding neighborhoods.

There are a few empty parcels remaining in the neighborhoods adjacent to College Hill, as well as a few houses that have reached a level of disrepair that complete redevelopment of the lots may be warranted. In these areas, particularly further from the campus, new housing (whether detached single-family homes or smaller-scaled missing middle forms) should be designed in a context-sensitive manner. Where alleys exist, rear-loaded garages should be required, eliminating curb cuts and reducing conflict points between vehicles and pedestrians. This site configuration improves neighborhood walkability. The pedestrian realm is defined by houses, front yards, and sidewalks, rather than driveways and garages.

4. Visualizing Change: A Gateway to College Hill

Item 13.



Existing condition: view to the northwest

Existing Conditions:

The intersection of Main Street and Seerley Boulevard was identified by charrette participants as one of the gateways to College Hill (and UNI) from Downtown and the river trail. In its current form, it leaves much to be desired. The buildings on the corner parcels do not address the street or define the public realm. Rather than creating a sense of entry to the neighborhood, the area appears to be a location that drivers simply pass through on their way to somewhere else. Most other commercial buildings along the Main Street corridor are auto-oriented as well. The existing crossing marks are worn and difficult to see.



Improved crossings for pedestrians and cyclists

Improved Pedestrian and Bicycle Connections:

Crosswalks should be repainted and pedestrian signals installed, providing drivers with a visual cue that this is a multi-modal area. Additional, long-term changes could include extending the recommended lane reconfigurations for Main Street in the *Imagine Downtown Plan*.



New "placemaking" gateway development

A New Gateway:

When the market supports redevelopment, new buildings should be street-oriented, of a scale to assist in defining the public realm of Main Street and create a "sense of arrival" at the intersection with Seerley Boulevard. Current uses could still be accommodated, such as the "gas-backwards" shown here on the northwest corner, with the building at the corner and pumps behind, shielded from adjacent homes by masonry garden walls. The driveway curb cuts are a safer distance from the intersection.

5. Prototypical Site: Intensify Housing at 22nd & Mer

Item 13.



Existing conditions: older houses converted into student apartments



Prototype 1: 22nd Street lots individually redeveloped as row houses or stacked flats



Prototype 2: When lots are consolidated, more intense redevelopment, such as medium-sized apartments, is possible



All: A mix of redevelopment types and intensities is possible, as above

One of the consistent ideas heard during the charrette was to intensify student housing closer to the University, particularly in those areas unlikely to convert back to single-family houses. This could be achieved through a couple of different approaches: “missing middle” house forms, redeveloped incrementally by individual owners, or with minimal lot consolidation; or alternatively, with greater lot consolidation, medium-sized apartment buildings, more similar in scale to the surrounding dormitories.

Prototype 1: Rowhouses or Stacked Flats.

Existing lots can each be individually redeveloped as three- to four-story buildings, facing the street with small front yards, and private backyards. Surface parking or detached garages accessed from the alley.



Prototype 2: Apartments.

Street-oriented residential buildings of a moderate scale, with a courtyard entrance or shared rear yard. Parking is accessed from the alley, in a combination of surface lots and “tuck under” spaces at grade in the building rear.

Building Height/Intensity and Parking

The prototype buildings shown here are of modest heights, illustrating typical building square footage that could also accommodate reasonable parking demand on-site without requiring a parking “ramp” above or below grade. As illustrated, these building heights and parcels can accommodate approximately 54 parking spaces on-site, or .75 spaces per bedroom, which is lower than current minimum parking standards. In order to intensify student housing, a new approach to providing and managing parking on College Hill will be necessary. (see p. 21). Building heights above 5 stories require a different and more expensive construction type as well as much more parking—often making taller structures cost prohibitive. (For more on required minimum parking ratios, see the Appendix.)

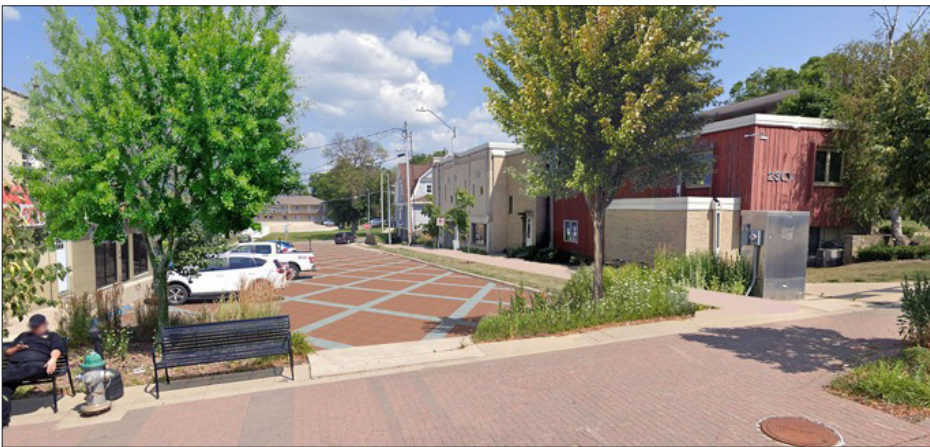
6. Visualizing Change: A New Plaza at College & 23rd

Item 13.



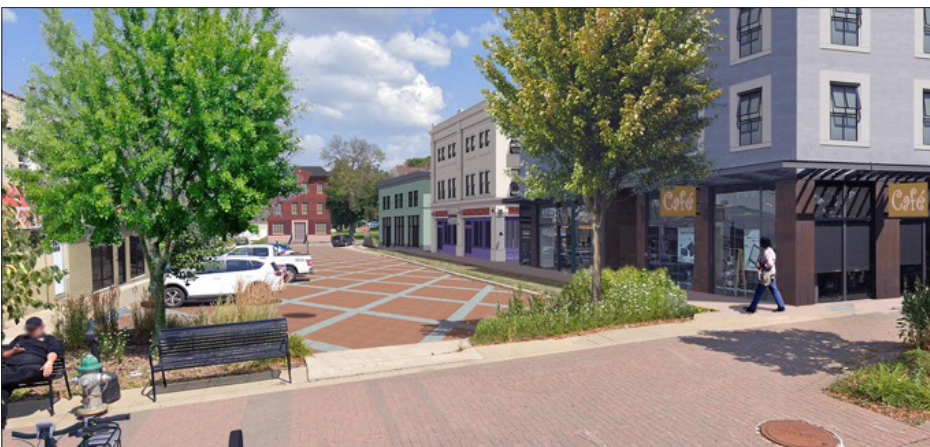
Existing Condition

View toward the east, looking down 23rd Street, from College Street to Olive Street. Since it is blocked off on the west end, with no vehicular access to College, this block of 23rd basically functions as a parking lot today. Located at the “front door” to the University of Northern Iowa, this area is a missed opportunity. The existing buildings on the south side of the block are in need of repair and contribute little to the public realm. The vista is terminated by a vacant lot.



Public Investment & Private Redevelopment

The next image shows the same block beginning to take on a new character, through street repaving or color treatment and sidewalk widening.



The bottom image illustrates the public and private sectors working together. Utilities have been buried under ground. Obsolete buildings have been replaced with new street-oriented, mixed-use buildings along 23rd Street. The eastern vista has been terminated by a new small apartment building, helping to provide a sense of enclosure, creating an “outdoor room.” Shopfront spaces help to activate the new flexible public plaza as 23rd Street begins to feel like a “people place.” This redevelopment could be undertaken separately by individual property owners, or all at once, through a coordinated effort.



Street Trees

Following building construction, the streetscape is completed, including the installation of pedestrian-scaled lighting. New street trees add shade in summer and help to provide human scale to the public realm year round, contributing to the pedestrian environment.



Full Vision:

Investments in the public realm and private property combine to create a great new flexible festival street or plaza. While 23rd Street continues to provide needed parking on a daily basis, it can also accommodate outdoor dining or easily be converted into a unique space for activities such as the farmers' market or other special events. The buildings could house a range of uses. In addition to ground floor retail, the upper stories could be university offices, a small boutique hotel, or residences. The location—in the Heart of College Hill, immediately across from the UNI gate, and a short walk from the transit hub parking ramp—is ideal for creating an inviting destination shared by town and gown alike.

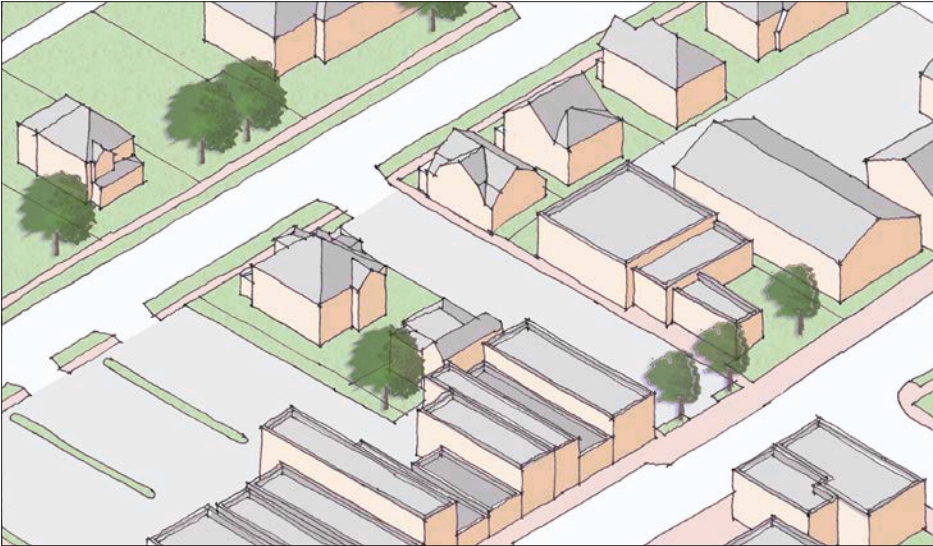
Creating the Plaza Space

In the near term, there are several possible techniques for creating the surface for a flexible plaza or festival street, to make it visually attractive while also durable and safe for vehicles and pedestrians alike. One option is through the use of a stencil and stain method to create a pattern on the street surface, as pictured at right.



7. Prototypical Project: Mixed-Use along 23rd Street

Item 13.



Existing Condition

View toward the southeast, looking from College Street to Olive Street. 23rd Street has been closed at College Street and therefore no longer carries through traffic, serving primarily as a parking lot. Located in a prime location in the core of College Hill across from the University of Northern Iowa, the buildings on the south side of 23rd are in need of repair and contribute little to the vitality of the street.



Redevelopment Scenario

In this option, the parcels on the south side of 23rd Street are redeveloped individually as separate mixed-use buildings with ground floor shopfront spaces. The upper floors could include residences, offices, or some other UNI facility. The street has been converted into a flexible plaza space, as described previously. A small apartment building has been constructed on the vacant lot on Olive Street at the east end of 23rd.



Alternative Scenario

In this option, the parcels on the south side of 23rd Street closer to College Street are redeveloped in combination, accommodating a building of a slightly larger scale and character. Street level spaces would still be configured for retail or restaurant uses, but the larger floor area on the upper stories could provide greater flexibility for a broader range of uses.

8. Prototype Project: Re-imagining Hidden Valley

Item 13.



Existing Condition: Built Environment

The block between 22nd, 20th, College and Merner Streets sits in the Heart of College Hill yet it is markedly different from the normal College Hill blocks that surround it. It is much larger, with a suburban arrangement of buildings and parking lots that do not support the *Imagine College Hill* vision of a vibrant, walkable neighborhood center.

Small blocks are a base condition for walkable places, yet this block has a 2,497-foot perimeter, while the typical College Hill block perimeters range from 993 to 1,400 feet. Although buildings along the 22nd Street side front the street in a normal manner, the rest of the block is an ad hoc arrangement of parking lots, suburban building types, and light industrial warehouses, with no clear fronts or backs. Reportedly more difficult to police than adjacent blocks, the land is underutilized, and the development pattern is anti-pedestrian. The buildings turn their backs (and parking lots) to the surrounding streets and to Dry Run Creek. The functions within the block—student housing and parking, a maintenance facility, a gas station and convenience store—are fine. It is the physical form and character that work against the vision for College Hill.

Fortunately there are positive steps that can be taken that will increase private property values, increase economic development, and improve the city tax base.



Imagine College Hill!
May 2021





Dry Run Creek and the new reduced floodplain and floodway



Multi-use path and greenway along Dry Run Creek (above) and "green" parking lot (below)



Existing Condition: Floodplain

The Dry Run Creek floodplain and floodway have been reduced by the City's infrastructure improvements. Unfortunately, however, much of the land on 20th Street between Campus Drive and College Street remains in the reduced floodplain, with its development potential compromised.

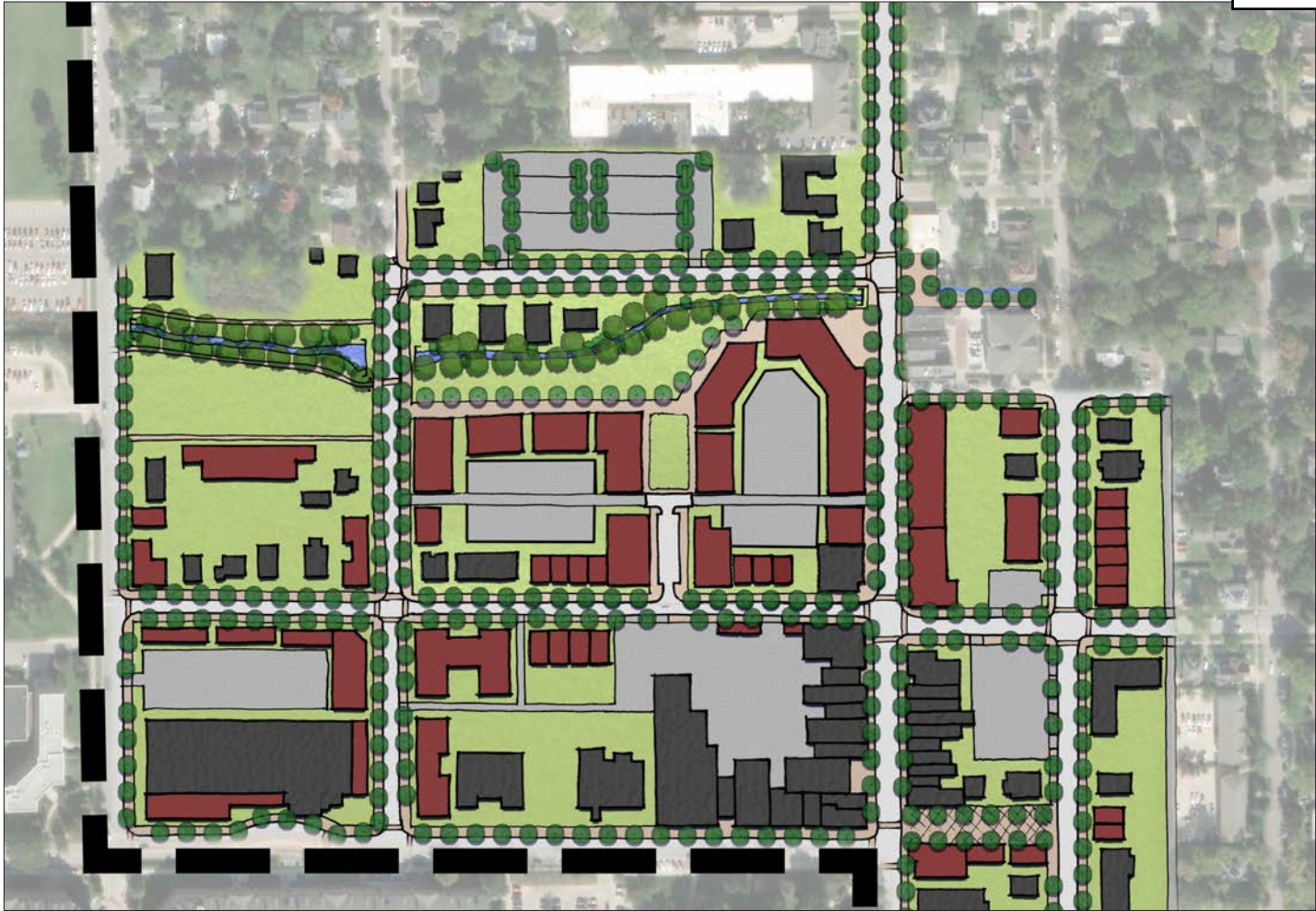
Vision: A "What if..." Scenario

• Near Term-Step One:

Coordinate with UNI to build (and plant) a positive pedestrian and bicycle connection along Dry Run Creek from Campus Drive to College Street and use the floodplain between College and Merner as a public space. This will turn what is currently just stormwater infrastructure and unbuildable floodplain into an attractive public greenway. (Although there are plans to improve the sidewalks along 22nd Street, the existence of the "desire path" in this general location indicates that students are likely to continue to take the shortest route to the Lower Hill.) The drawings propose a multi-use path running along the creek between Merner and College Street, extending to Campus Drive to the west, with canopy shade trees planted along it. This will offer a more public, well-lit, and safer connection from the University residence halls to the shops of College Street. It will also complement the current plan to extend the pathway from Pettersen Plaza eastward to Olive Street.

• Near Term-Step Two:

This plan proposes the use of several parcels in the floodplain on the north side of 20th Street between College and Merner Streets as a carefully designed and environmentally sensitive "green" parking lot. The spaces would provide a 'parking sink', accommodating parking that would otherwise be required on redevelopment sites closer to the UNI campus and College Street. The lot would be shielded from the street with trees and hedges and it could provide bio-swales or rain gardens that would assist with stormwater management and provide bird and pollinator habitat.



Redeveloped Hidden Valley

• **Long Term–Step Three:**

Fortunately, the land within this block is underutilized and redevelopment into a form more supportive of the *Imagine College Hill* goals can generate extra value for the landowners. The illustrative vision plan, above, shows new 3- to 5-story apartments buildings along the perimeter of the block, defining the street edge, and helping to reconnect the Upper and Lower Hill along College Street. Along Dry Run Creek, the buildings oversee a new 3/4 acre greenway that sits in the floodplain and includes a 20-foot wide pedestrian/bicycle ‘street’ (no auto traffic) that fronts the new buildings.



The preceding pages illustrate potential redevelopment projects that show one way in which the *Imagine College Hill Vision Plan* might be implemented over time. Each example—whether *Visualizing Change*, a *Prototypical Project* or a *What If...* scenario—addresses one or more of the plan goals and recommendations. Those goals and recommendations are based on a synthesis of stakeholder interviews, site and market analysis, and community aspirations gathered during the course of the *Imagine College Hill Project*. Similar redevelopment projects could be undertaken in other locations within the Imagine College Hill study area.

The timing of plan implementation and sequence of redevelopment projects will depend on public, private, university, and non-profit sector involvement, decision-making, and investment, within the context of the local Cedar Falls market. This should be viewed as a long-term effort; some ideas may be implemented sooner than others. As new projects are proposed, they should be evaluated based on how well they fulfill the following.

SUMMARY OF PLAN RECOMMENDATIONS

See the *Executive Summary* on pp. 2-4 for a brief description of each.

- Build on the work of the College Hill Partnership
- Define the public realm with active building facades, improved sidewalks, and additional street trees
- Ensure that future street and sidewalk rebuilding enhances walkability
- Support a multi-modal environment
- Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill
- Create gateways to College Hill to provide a sense of arrival
- Explore opportunities for new/improved public spaces
- Adjust the rules for development (and parking)
- Recognize that College Hill (and nearby neighborhoods) play a unique role within Cedar Falls and warrant a different approach
- Create a better process for development review and approval
- Establish a true bicycle network
- Coordinate parking supply management

NEXT STEPS

The **Imagine College Hill Project** was initiated not only to establish a road map or framework for future growth and development, but also to provide inspiration for the quality and character of that development. The ideas presented in this plan will be implemented in partnership between the City, the private and non-profit sectors, and the University—and at the behest of the citizens of Cedar Falls. Each group has an important role to play. Some tasks are already underway, while others can be undertaken in the near-term, with others requiring more time (depending on the completion of prior tasks, market conditions, etc.) to be implemented over the medium- and long-term.

Recommended initial steps to implement the *Imagine College Hill Plan*

- Adopt new zoning for the entire College Hill Study Area, with the express purpose of plan implementation and an emphasis on a streamlined process and the appropriate form and character of new development.
- Move forward with plans to improve walkability and expand public spaces, including the completion of the sidewalk network, planting of street trees, and creation of new publicly accessible plazas and green spaces in accordance with this plan.
- Continue implementing the Parking Study strategies.
- Consider a defined parking district for the core character areas to better manage the available on-street parking in the plan area.
- Encourage greater collaboration between the City and University to create a true “car free” neighborhood through the recruitment and support of more diverse businesses and transportation options.

Implementing the *Imagine College Hill Plan* will require cooperation and collaboration between all involved. The city can write the rules and provide the infrastructure, but it will require private sector investment to build the compact, mixed-use walkable neighborhood center envisioned by the community. The updated zoning and new development review process should make it easy for people who meet the new standards to build the community vision for College Hill.

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APPENDIX

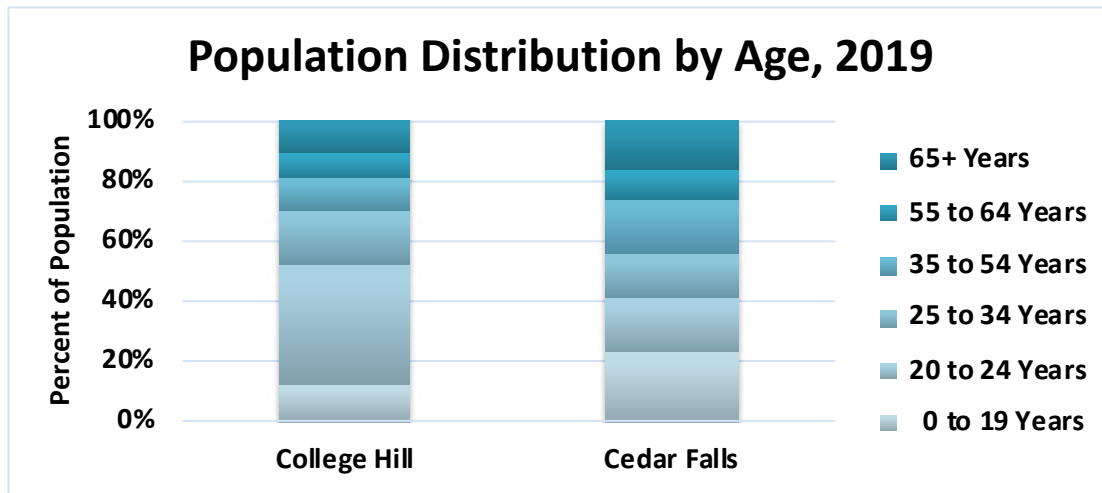
The following documents and studies were produced during and in support of the **Imagine College Hill Visioning Project** process.

• Market Considerations Report	62
• January 2020 Project Kick-Off Event	
○ Visual Preference Exercise Tally	70
○ Strength & Weakness Maps	73
○ Attendee Survey Results	78
• Virtual Charrette Student Survey Results	80
• October 14 Virtual Charrette Work-in-Progress Presentation Survey Results	87
• Residential Parking: Required Minimum Ratios	89
• College Hill Vision Plan Public Review Draft – Web Survey Results	90

Demographics

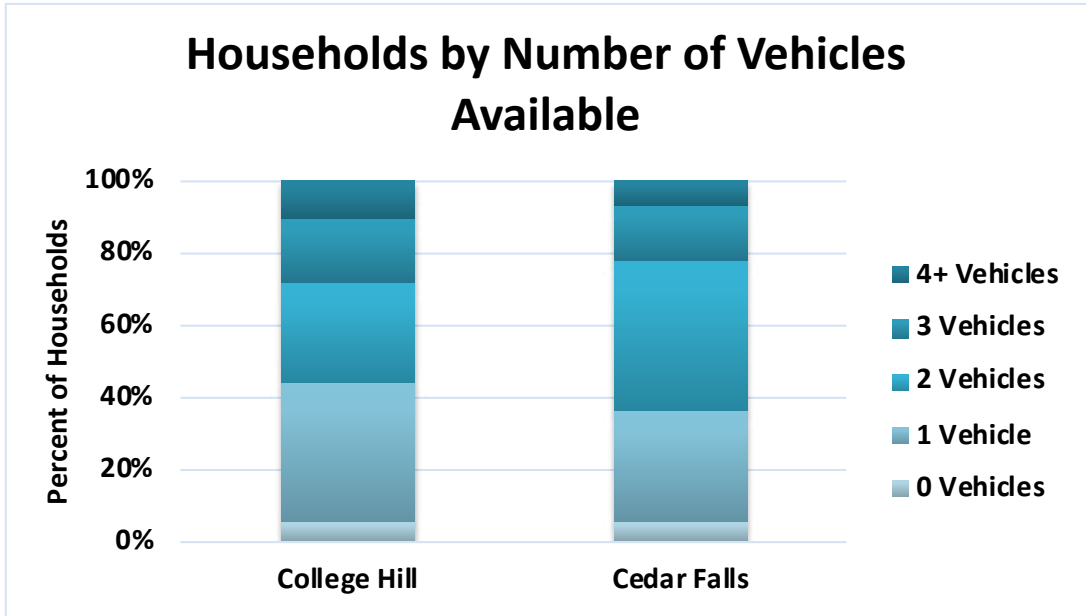
College Hill has remained very stable over the past 20 years when measured in terms of population and household counts. The study area had 2,589 residents in 2019 living in 2,009 households according to ESRI, a national demographic data provider. That represents an increase of 59 people (1.1 percent) and 62 households (3.2 percent). During the same period, Cedar Falls grew by 4,938 residents (13.6 percent) and 2,641 households (20.5 percent).

As one would expect, the student population is concentrated in College Hill – 39 percent of residents were aged 20 to 24 in 2019 as compared with their 18-percent share of citywide population. Another 18 percent of College Hill residents are 25 to 34 relative to 15 percent of city residents, reflecting graduate students and other older students as well as young families.

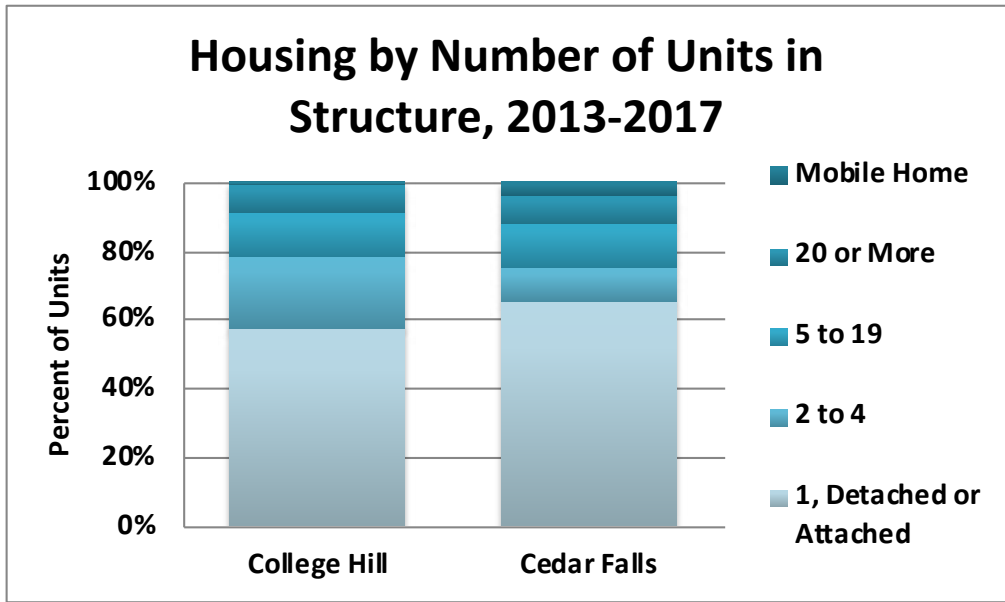


With that concentration of students, the nature of College Hill households is different with just less than one-third of its households in families as compared with 55 percent of city households. The median age of 24.3 is significantly lower than the 30.6 median age citywide. Household incomes are distinctly lower in College Hill – a median income of \$39,665 versus \$59,519 in the city. Renters represent 58 percent of College Hill households and 36 percent of city households.

College Hill residents are somewhat less dependent on driving alone to get to work; 11.1 percent walked to work and 1.9 percent bicycled or motorcycled in 2019 as compared with 8.5 and 1.6 percent of the city’s employed residents, respectively. However, both groups still were much more likely to drive alone – 78.7 percent of College Hill residents and 81.2 percent of Cedar Falls residents. Car ownership was somewhat different as well.



College Hill has more than twice as many housing units in buildings with two to four units (22 percent) than elsewhere in Cedar Falls (10 percent). This can be explained by the extensive dividing of large older single-family homes and former boarding houses into multiple apartments for students.



To some extent, using statistics for all of College Hill obscures the distinctions within the study area. Looking at subareas within College Hill underscores the variations between student neighborhoods near the campus and more established single-family neighborhoods.

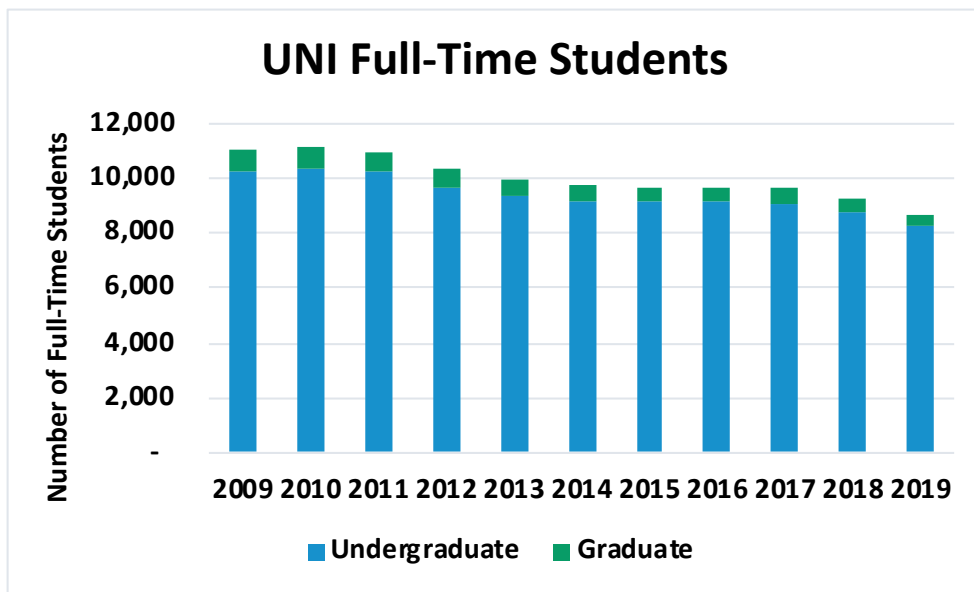
Table 1. Selected Characteristics of College Hill Neighborhoods						
Indicator	18th to 23rd Street Next to Campus	North of 18th Street	Seerley Park Neighborhood	South of 26th Street	Total College Hill	Cedar Falls City Total
Selected Characteristics						
Percent Families	20%	53%	30%	27%	35%	55%
Median Age	23.1	31.6	23.4	23.5	24.8	30.6
Median Household Income	\$24,101	\$65,462	\$33,360	\$29,598	\$39,665	\$59,519
Percent Renter	77%	29%	67%	70%	58%	36%
Median House Value	\$180,357	\$178,383	\$158,209	\$192,188	\$172,360	\$199,035

Source: ESRI, 2020; Partners for Economic Solutions, 2020.

The northern portion of College Hill (bounded by 12th Street, Washington Street, 18th Street and Hudson Road) is markedly higher in incomes with a significantly lower share of renters than in other parts of College Hill closer to campus.

University Trends

College Hill’s dynamics and market potentials depend heavily on the number of University of Northern Iowa students on campus. Student enrollments have dropped significantly over the past seven years due to changes in on-campus programs, increasing competition from the University of Iowa and Iowa State University, demographic changes in the number of college-aged students, a declining number of international students and low unemployment. Total UNI enrollment has fallen from 12,273 in 2012 to 10,497 in 2019 – a 15-percent drop. During that same period, the number of students enrolled in college nationwide declined 11 percent, according to data from the National Student Clearinghouse Research Center. Over the last five years, UNI enrollment has dropped by 12 percent, and 2019 saw a 6-percent decline from the preceding year. Due to the effects of the COVID-19 pandemic, Fall 2020 enrollment is down to 9,522. That represents a 7-percent decline in full-time enrollment. However, the freshman class is larger than last year’s class, and some students have delayed starting until the Spring semester.



Going forward, the demographic picture looks less promising with a national drop in college-aged students. However, the Iowa Department of Education has documented the number of high school students in schools across the state. It projects the number of seniors increasing for the next seven years until the Class of 2028, which is likely to be four-percent smaller than the Class of 2027.

The University has responded with an increase in new scholarships, a renewed focus on constraining increases in tuition and fees, increased recruitment of out-of-state students and greater emphasis on student retention and graduation.

Housing Market

Student housing, as defined by the real estate industry, typically rents by the bed rather than by the unit with each individual responsible for his or her own rent rather than being responsible for roommates' rent as well. Cedar Falls has three key student housing developments:

- Hidden Valley Apartments developed in 1993 has 273 beds in 102 units on College Street between 21st and 22nd streets. In 2019, CoStar, a national real estate data provider that owns Apartments.com, reports that Hidden Valley units rent for \$345 per bed. Amenities include a small fitness center and stand-up tanning.
- Located west of Hudson Road on 27th Street, The Quarters at Cedar Falls offers 450 beds in four-bedroom apartments built in 2001 for \$435 per bed. The complex offers a fitness center, basketball court, clubhouse, game room, racquetball court, spa, volleyball court and walking/biking trails.
- Hillcrest Park provides 528 beds in 132 units built in 2003 on University Avenue one mile from the western edge of the UNI campus. Its amenities include a basketball court, courtyard and volleyball court. Rents average \$380 per bed.

In comparison, UNI on-campus apartment rents are \$709 to \$879 per month with no obligation to pay rent over the summer.

Of course, students live in many other apartment buildings and houses throughout College Hill. CoStar tracks six larger buildings with a total of 114 units. The rents for those units average \$798 per month or \$1.18 per square foot. Rents range from \$649 for a studio apartment to \$691 for a one-bedroom unit, \$949 for a two-bedroom unit and \$1,500 for a three-bedroom unit. As of September, the units were 98.5-percent leased. Historically, these developments have maintained high occupancy rates, well above the 95-percent rate typically considered healthy. Some of the older units that have not been updated took much longer than normal to lease due, in part, to the uncertainty associated with the pandemic and the overall decline in UNI enrollment, and others remain vacant.

Urban Flats, located at 2015 Olive Street and 917 W. 23rd Street, have been built next to campus in 2018 and 2020 with rents from \$900 for a one-bedroom unit to \$2,200 for a large four-bedroom unit. The rents of \$1.25 to \$1.65 per square foot top the market.

Zillow lists multiple houses available for rent at \$1,500 to \$1,600 for four bedrooms and \$1,295 to \$1,290 for three bedrooms close to campus. A few blocks further away, monthly rents drop by \$100 to \$300.

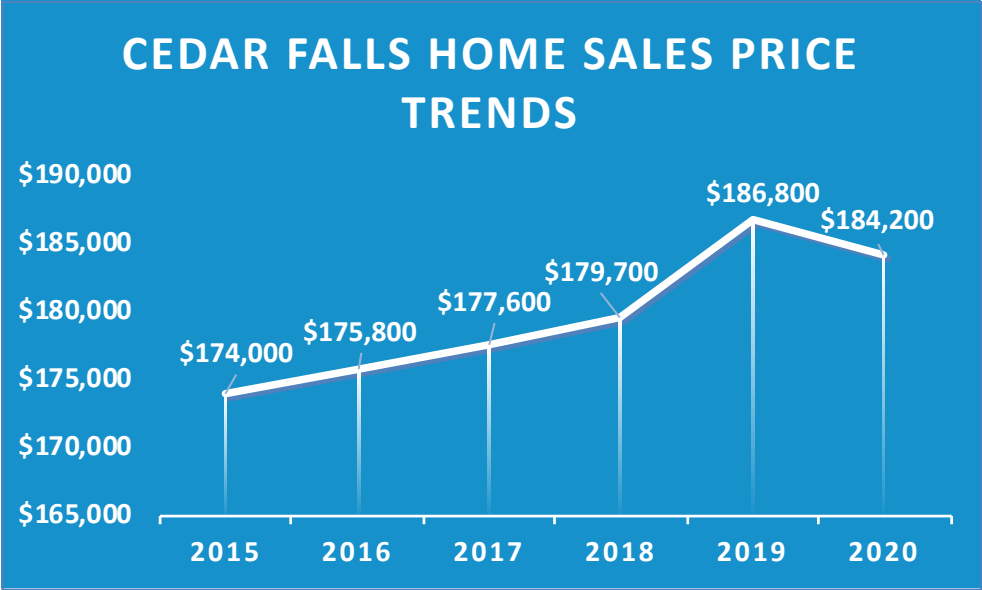
Newer large apartment complexes have been developed south of town past Greenhill Road with rents averaging \$971 to \$1,272 per month or \$1.02 to \$1.20 per square foot.

A key constraint on the development of new apartments near campus is the College Hill Neighborhood Overlay District zoning requirement for on-site parking at a rate of one space per bedroom plus visitor parking. Urban sites typically lack sufficient land to accommodate that much parking on a surface lot. Structured parking significantly increases the costs of development. Given the importance of walkability, compact development and population density for the health of a commercial business district/urban neighborhood, it will be important to pursue alternative approaches to accommodating residents' vehicles, including remote parking alternatives.

The other primary constraint on new development close to campus is the cost of assembling properties that are still being actively leased. The continued economic life of the existing buildings raises the acquisition price and the resulting cost of land for the new development. Typically, development economics require that new development replace existing building space at a ratio of four units for every demolished unit. Achieving such a ratio of new development is very difficult with the amount of on-site parking required by the current zoning.

Nationwide, development costs have been increasing faster than the cost of living. The high costs also limit the amount of new development by requiring that the new units achieve rents high enough to cover the development costs. Only a segment of the market will be able and willing to pay higher rents even for the convenience of living in a vital business district within easy walking distance of campus. New urban housing should be delivered in small increments of 20 to 40 units so as not to overwhelm the market.

On the single-family side, Zillow reports that home sales prices averaged \$186,800 in 2019, up from \$174,000 in 2015, an increase of 7.4 percent or an annual increase of 1.8 percent. College Hill neighborhood prices are below the citywide prices, reflecting the age and size of many of the units. Prices are highest in the ~~southern~~ area south of 26th Street and in the neighborhood north of 18th Street.



Source: Zillow, 2020.

Single-family housing that has not been broken up into separate apartments retains the potential for leasing to families and other non-students. However, the units' appeal to non-students depends on the nature of the surrounding neighborhood. Houses in student-dominated neighborhoods west of Iowa Street and south of 18th Street are unlikely to find non-student buyers or renters. Opportunities to reclaim student housing for family use will be better north of 18th Street where owner-occupied housing still prevails.

Commercial Market

The College Hill Business District, known as “Cedar Falls Entertainment District,” is dominated by eating and drinking establishments, as is common in college retail clusters. College Hill restaurants, grills, bars and take-out food establishments include Chad’s Pizza and Restaurant, Great Wall, Greenhouse Kitchen, ICON Donuts and Sweetery, Insomnia Cookies, The Library on the Hill, Little Bigs, Milkbox Bakery, Mirch Masala Grill, Octopus, Oh My Grill, The Other Place, the Shakery, Sharky’s Fun House, Sidecar Coffee Shop, Studio House, Sub City and Suds Upstairs on the “Lower Hill” and Domino’s Pizza, \$5 Pizza, Hydrant Firehouse Grill and Jimmy John’s on the “Upper Hill.”

Though College Hill bars, restaurants and stores are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours.

We distinguish among types of retail space because they have different characteristics and somewhat different markets. Neighborhood Goods & Services include grocery stores, drugstores, services and other businesses closely tied to the local population base; customers typically choose among them based on convenience. On the convenience goods side, College Hill offers Bani’s Liquor, Buzz Smoke & Vapor, College Hill Farmers Market, Hill Street News & Tobacco, Kwik Star and Masala Market. Service establishments include College Hill Barbers, College Hill Laundry, Copyworks, Dragon’s Cave Tattoos, the Finishing Touch Tattoo + Barbershop, The Razor’s Edge, Third Eye Tattoo, Voya the Salon and Wild Hair Salon.

Traditional retailers offering merchandise typically found in a department store are relatively limited on the Hill – Limited Edition Comics, Mohair Pear, Price Check Kicks and UNI Bookstore. The Hill does not offer a large enough number and variety of apparel and gift shops to allow people to comparison shop. Most customers seek out such shops in the mall or elsewhere.

According to inventory and occupancy statistics amassed by CoStar, the business district has 12 retail buildings with a total of 43,210 square feet of retail space. There are currently no vacancies, and the vacancies that have developed through the years have been quickly filled. The most recent additions have been 925 W. 22nd Street at College Street opened in 2019 and the Urban Flats building with first-floor retail space at 917 W. 23rd Street opened in 2020. These buildings have been occupied by The Finishing Touch Tattoo + Barbershop, The Shakery, Buzz Smoke & Vapor, Great Wall, Greenhouse Kitchen and ICON Donuts and Sweetery.

College Hill serves a trade area roughly bounded by 16th Street to the north, Iowa Street to the east, Laverne Lane to the south and the student housing developments beyond Hudson Road to the west. This trade area probably generates 85 to 90 percent of the resident sales. College Hill’s connection to UNI allows it to serve students,

faculty, staff and visitors to the campus. To a much lesser extent, the business district also serves nearby neighborhoods.

We compare the supply of stores and other businesses measured by sales to the demand for retail goods in the trade area measured by residents' expenditures for different types of goods based on data provided by ESRI and Infogroup. Comparing the sales by all the stores in this trade area to the residents' expenditures suggests a major gap among Neighborhood Goods & Services. This reflects the lack of a grocery store and the few drugstores in the area. Shown in Table 2, the grocery store gap is estimated at \$5.4 million in potential annual sales, enough to support a small grocery store of 8,000 to 10,000 square feet. However, it should be noted that the Hy-Vee just outside the trade area is serving many of the trade area customers. The new food co-op opening in downtown Cedar Falls will also attract some trade area residents to shop. The challenge for College Hill lies in identifying an appropriate operator and a site that can accommodate both the store and its parking needs. While walk-in traffic would alleviate some of the parking need, such a store would still be likely to need 25 to 50 parking spaces and a site of 0.5 to 0.8 acres.

Table 2. College Hill Trade Area Sales and Expenditures by Retail Category, 2020				
NAICS	Industry Group	Demand (Retail Potential)	Supply (Existing Retail Sales)	Retail Gap
Neighborhood Goods and Services				
445	Food & Beverage Stores	\$5,869,000	\$574,000	\$5,295,000
4451	Grocery Stores	\$5,433,000	\$0	\$5,433,000
4452	Specialty Food Stores	\$257,000	\$0	\$257,000
4453	Beer, Wine & Liquor Stores	\$179,000	\$499,000	-\$320,000
446, 4461	Health & Personal Care Stores	\$1,655,000	\$245,000	\$1,410,000
	Total Neighborhood Goods and Services	\$7,524,000	\$819,000	\$6,705,000
Eating and Drinking				
722	Food Services & Drinking Places	\$3,122,000	\$6,978,000	-\$3,856,000
7225	Restaurant and Eating Places	\$2,844,000	\$6,548,000	-\$3,704,000
7223	Special Food Services	\$60,000	\$0	\$60,000
7224	Drinking Places - Alcoholic Beverages	\$218,000	\$395,000	-\$177,000
	Total Eating and Drinking	\$3,122,000	\$6,978,000	-\$3,856,000
Shoppers Goods (General Merchandise, Apparel and Accessories, Furniture and Furnishings and Other)				
452	General Merchandise Stores	\$5,252,000	\$0	\$5,252,000
448	Clothing & Clothing Accessories Stores	\$1,128,000	\$0	\$1,128,000
442	Furniture & Home Furnishings Stores	\$838,000	\$0	\$838,000
443	Electronics & Appliance Stores	\$1,073,000	\$1,061,454	\$11,546
451	Sporting Goods, Hobby, Book & Music Stores	\$781,000	\$7,597,695	-\$6,816,695
453	Miscellaneous Store Retailers	\$1,352,000	\$545,000	\$807,000
	Total Shoppers Goods	\$10,424,000	\$9,204,149	\$1,219,851

Source: ESRI, Retail Marketplace Profile, 2020; Partners for Economic Solutions, 2020.

College Hill retailers would benefit from closer physical ties between the Lower Hill and the Upper Hill, which points to the importance of filling in the gap along the west side of College Street between 21st and 22nd streets. Over the long run, relocating the Kwik Star gas station from College Avenue would provide a site for more compatible retail uses.

Implications for the Vision Plan

- Encourage additional retail space development to expand the inventory and provide a more well-rounded mix of stores, restaurants and bars.
- Where possible, develop mixed-use space with residential units above the first-floor retail space to develop a higher density of residential uses.
- Bring in new retail customers through new residential and mixed-use development.
- Exercise caution in developing retail uses beyond College Street, 23rd Street and possibly 22nd Street. Focused energy is important to the district's vitality.
- Enhance pedestrian and bicycle connections from the campus and other surrounding areas to help bring additional customers to College Hill. Use improved connections to draw UNI students out to explore more of the community's offerings. Provide bike racks to encourage greater use of bikes to reach local restaurants and retail shops.
- Scale or phase new residential and mixed-use development in small to medium-sized projects timed to meet the market demand.
- Create gathering places for outdoor dining and periodic events to draw more people to College Hill. Improvements to Pettersen Plaza and creation of a plaza on the extension of 23rd Street east of College Avenue will help to support events.

New residential development in the core of College Hill immediately north of campus is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

- Work with the University to find alternatives to building as much on-site parking as the zoning now requires for new residential development.
- Explore possible solutions to accommodate parking off-site within two to three blocks of new development, if possible.
- Adjust the on-site parking ratios for new development to require one-quarter to one-half of on-site parking now required, and allow developers to meet the remaining demand with off-site parking lots.
- To prevent residents of new developments with reduced on-site parking requirements from monopolizing on-street parking, consider a program of issuing and enforcing residential parking permits.

Market Considerations Report prepared by





Cedar Falls, Iowa
College Hill – Public Kick-Off Meeting
January 29, 2020

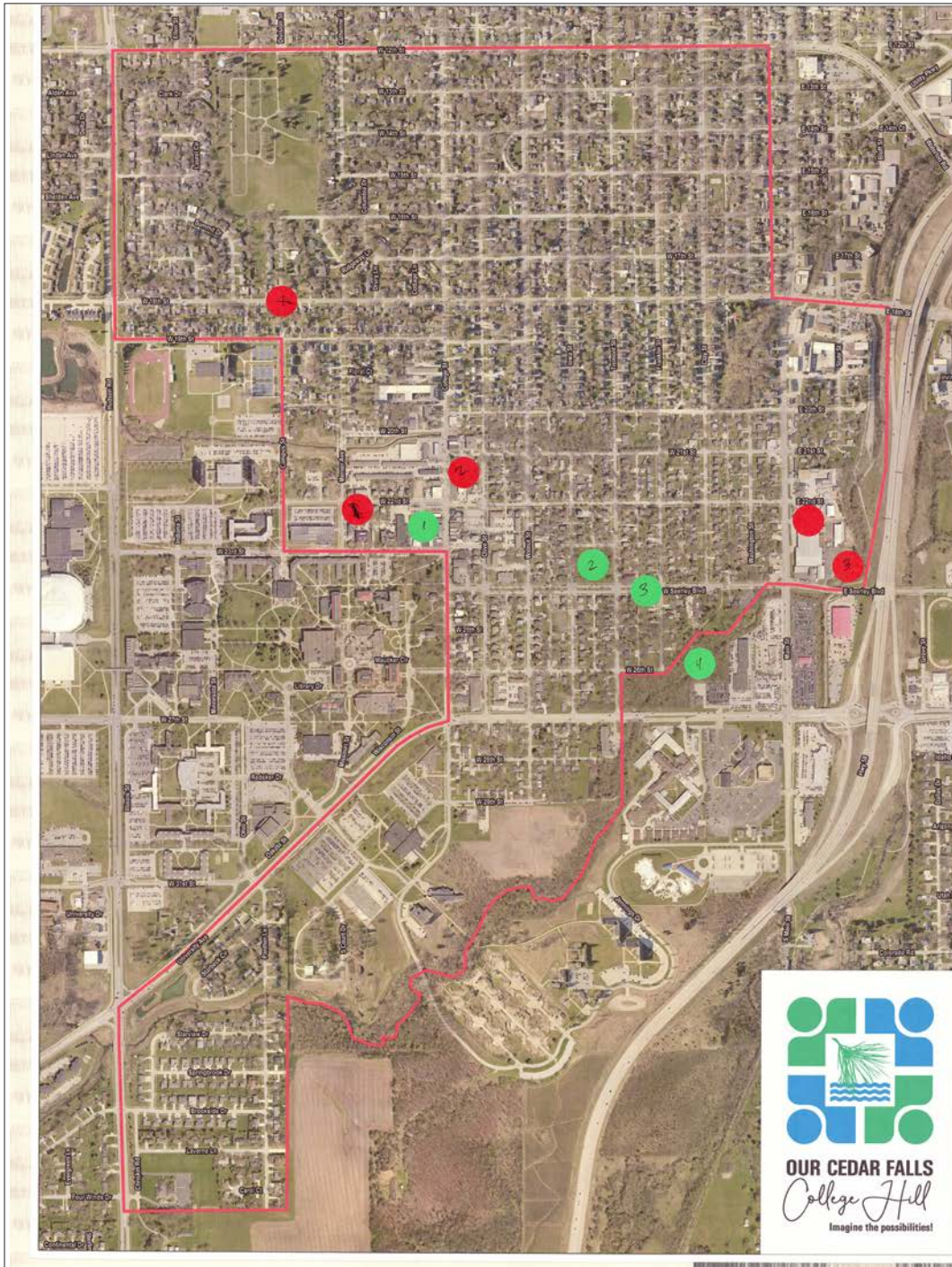
Visual Preference Results



BOARD A

Adjacent Neighborhoods

 1	 2	 3	 4	 5	 6
 7	 8	 9	 10	 11	 12
 13	 14	 15	 16	 17	 18
 19	 20	 21	 22	 23	 24



**Cedar Falls, Iowa
Public Kick-Off Meeting**
January 29, 2020
**College Hill Study Area
Perception Exercise**

- strong - places you like
- weak - places you don't like

Strong Places:

For more in-depth comments, put a number on your dot and write below

- ① Most interesting part of the Hill!
- ② Sealey Park - a jewel, but needs some TLC.
- ③ Median on Sealey needs more upkeep - repair older cobblestones. Help to protect bike traffic from traffic!
- ④ Beautiful UNI presence. Nice trees!

Weak Places:

For more in-depth comments, put a number on your dot and write below

- ① So ugly! These houses are falling apart! w. 22nd St. needs help!
- ② Join the upper + lower Hill. Should feel more urban on college st.
- ③ Help UNI Students find their way to the bike trail system. Little connectivity.
- ④ college to Hudson on 15th st needs further improvement on pedestrian access & bike lanes

Strengths & Weaknesses Exercise: Table Map 2

**Cedar Falls, Iowa
Public Kick-Off Meeting**
January 29, 2020

**College Hill Study Area
Perception Exercise**

● strong - places you like
● weak - places you don't like

Strong Places:
For more in-depth comments, put a number on your dot and write below

1. The creek is a strong asset we don't use
2. Seerley Park - potential for neighborhood gathering
3. UNI Biological Preserve is an important access place for the creek
4. Gallagher Blvd/Edson Pk
5. Multi-modal Parking UNI - better than before, but...

(Handwritten note: call for families good playground)

Weak Places:
For more in-depth comments, put a number on your dot and write below

- 1) We should use our natural waterway to enhance walk/bike + greenspace - no bathroom, no retaining water - bike shelter - city doesn't clean so polluted in trashy way
- 2) Seerley Park
- no connections between parks/bikeable greenways
- UNI Multi-modal - need better public transportation - STARK WASTY - so much wasted space

OUR CEDAR FALLS
College Hill
Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 3

Cedar Falls, Iowa
Public Kick-Off Meeting
 January 29, 2020
College Hill Study Area
Perception Exercise

● strong - places you like
 ● weak - places you don't like

Strong Places:
 For more in-depth comments, put a number on your dot and write below

Seelye Park + neighborhood
 3 Great Business location/opportunities for the neighborhood/city. The Heart of College Hill
 Seelye Blvd with beautiful crabapple trees - but stop the speeding, this should not be a highway
 5 Unique center great commerce by transit.
 8 is in need of better trail access
 9 - Great tree Seelye/Conover
 10 One of BEST/MULTI-USE AREAS NEEDS to be develop/UTILIZED more

Weak Places:
 For more in-depth comments, put a number on your dot and write below

College Hill needs to get rid of the CAGES in front of restaurants - it's important PLEASE to work w/ the city to get rid of the reason you can't have a beer or glass of wine in an open cafe.
 5 LACK of bike accessibility/pedestrian ACCESS - need welcoming corridor to hill. There is ONE 25mph sign at this intersection and cars SPEED up Seelye Blvd (buses too) at 50-60, so speed bumps?
 6 Dangerous intersections
 7 Scary pedestrian crossing
 8 Unpleasant ugly
 9 Trail crossing needs improvement

OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 4

Cedar Falls, Iowa
Public Kick-Off Meeting
 January 29, 2020
College Hill Study Area
Perception Exercise

● strong - places you like

● weak - places you don't like

New playground & facilities
Clay street park Great

Strong Places:
 For more in-depth comments, put a number on your dot and write below

Ambar - on going heads
weakness - bad streetcapathway + poor
ambulance

6 - nice bike trail entrance - could be better promoted

4 - Peterson Plz - has potential

3 - Seavely Plk - good bones
 - needs new eq. & restrooms

6 - Handl Ctr - bike trail; good comm. movement

13 - love the pedestrian-only bridge
 cuts down on traffic; keeps neighborhood quiet

SW neighborhood is generally quiet despite rental housing - but continue to encourage single-family conversions here; no more rental

Weak Places:
 For more in-depth comments, put a number on your dot and write below

Caplanas building not finished
2004 college architecture of district

1 - only walking access from SW neighborhood
 - comes very close to being Christianity Ave

7 - Parking Garage - public doesn't understand use

8 - rental housing; poor conditions

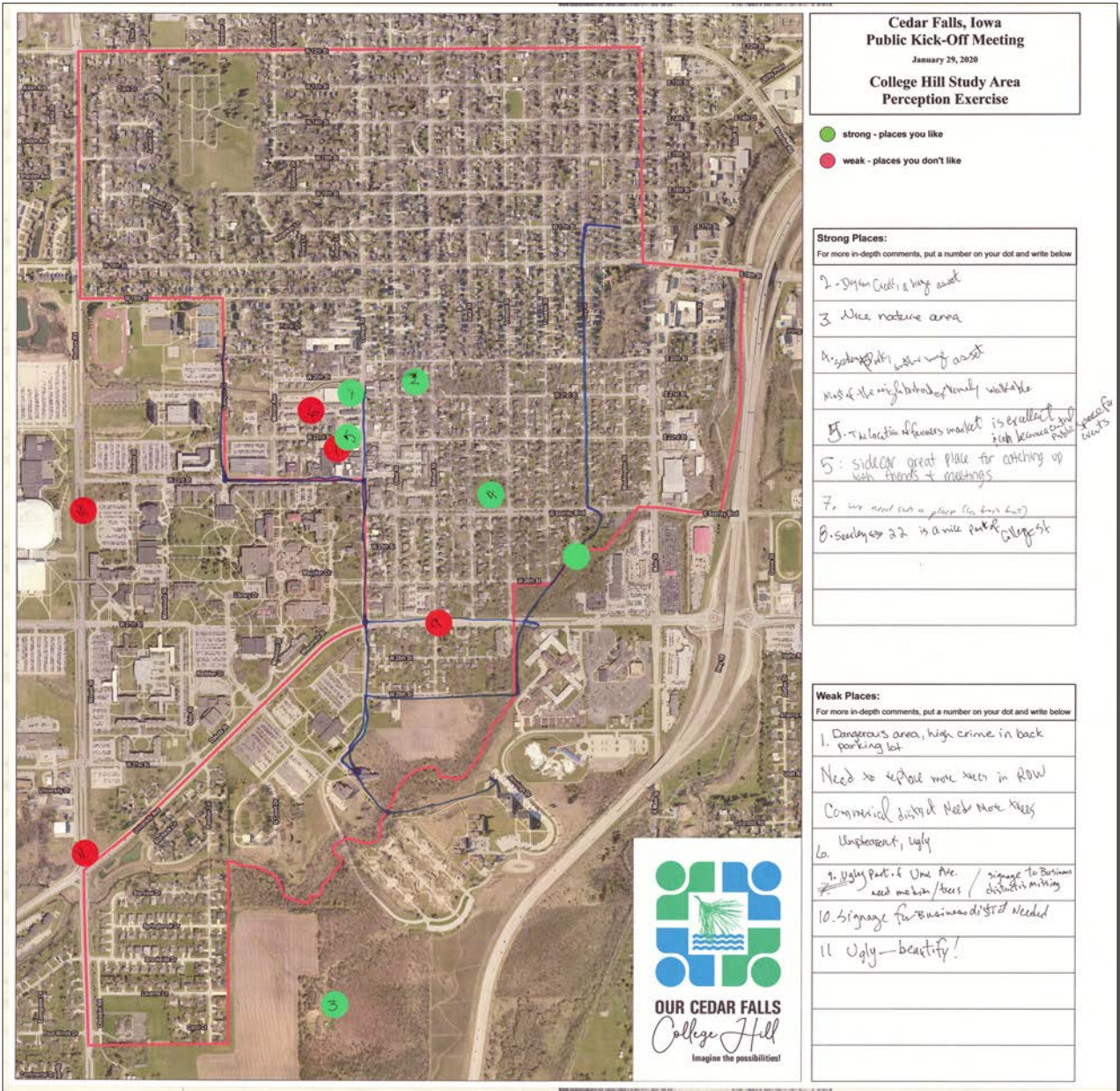
SW neighborhood could use a play ground; potentially in church land?

2 - access to trails on W 29th is unclear
 coming from 68th direction

15) 22nd street isn't or make from bike across
 heavy to be able to walk
 (14) trucking is too traffic
 day.
 car parking on six every other
 11-12 - Needs to make
 and snow removal program
 maintain sidewalks
 College Hill
 College Hill linked to lower
 Would like to see upper
 to be more friendly
 college hill is not friendly
 due to hill N on walking
 (16) The Walnut/12th St intersection
 on all intersections.
 -Need marked crosswalks

OUR CEDAR FALLS
College Hill
 Imagine the possibilities!

Strengths & Weaknesses Exercise: Table Map 5



**University of Northern Iowa Center for Energy and Environmental Education
Attendee Survey**

Wednesday, January 29, 2020

SUMMARY of 18 responses

1. Do you:

	<u>Yes</u>	<u>No</u>	<u>Other</u>
a. Live in the study area?	14	1	
b. Go to school in the study area?	2	11	1 (my kid does)
c. Work in the study area?	11	6	1 (university)
d. Own property in the study area?	13	1	

2. How often do you go to the College Hill Center – the College & 23rd Streets mixed-use area? (circle one)

Note: Some respondents provided more than one answer, noting that their schedule was “seasonal”

a. Every day	9
b. A few times a week	7
c. Several times a month	3
d. Once or twice a month	-
e. A few times a year	-
f. Never	-

3. How often do you go to the businesses along Main and State inside the study area? (circle one)

a. Every day	2
b. A few times a week	7
c. Several times a month	4
d. Once or twice a month	1
e. A few times a year	2
f. Never	2

4. What typically brings you to the College Hill Center? (circle all that apply)

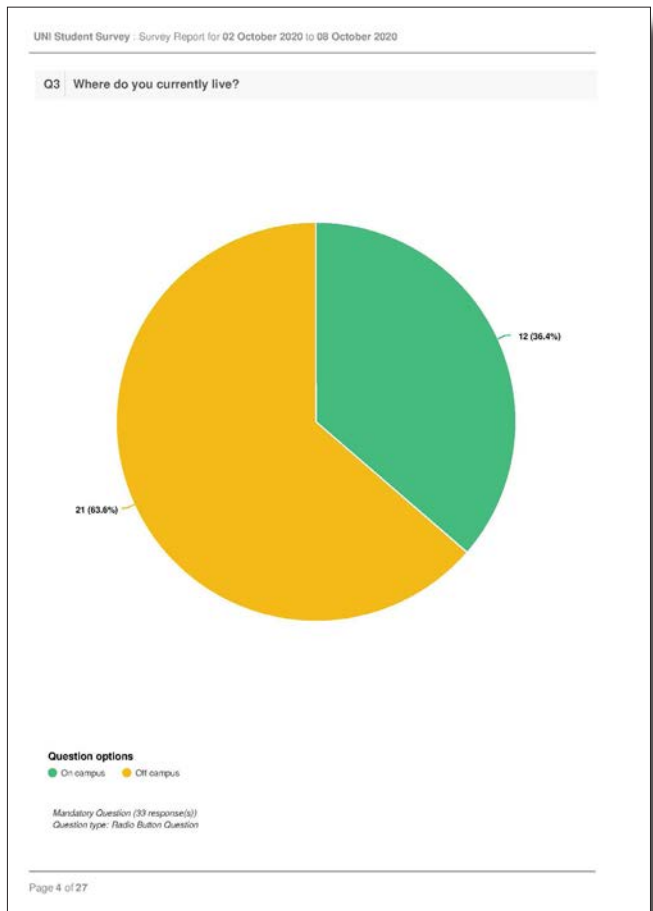
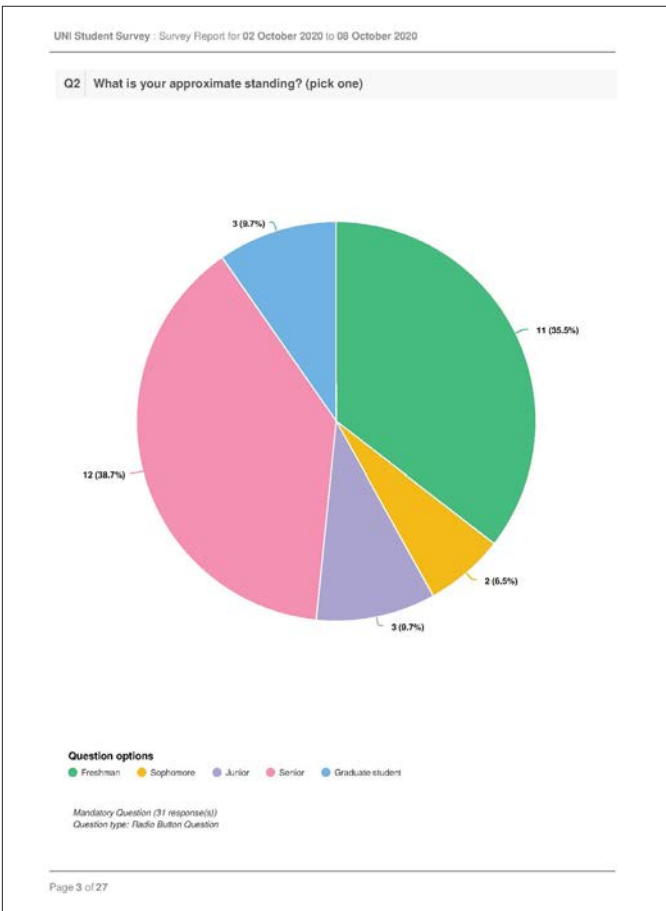
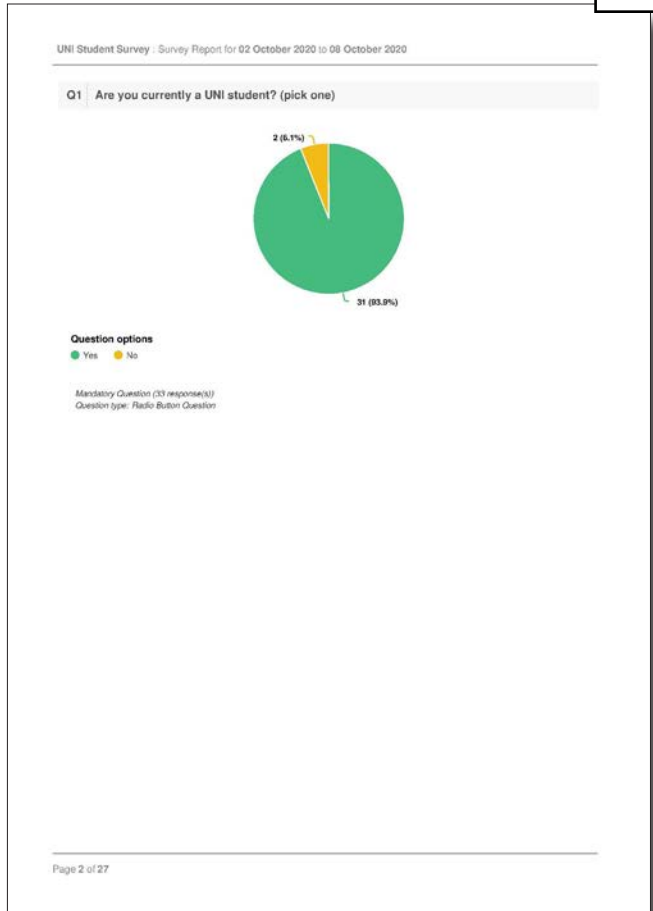
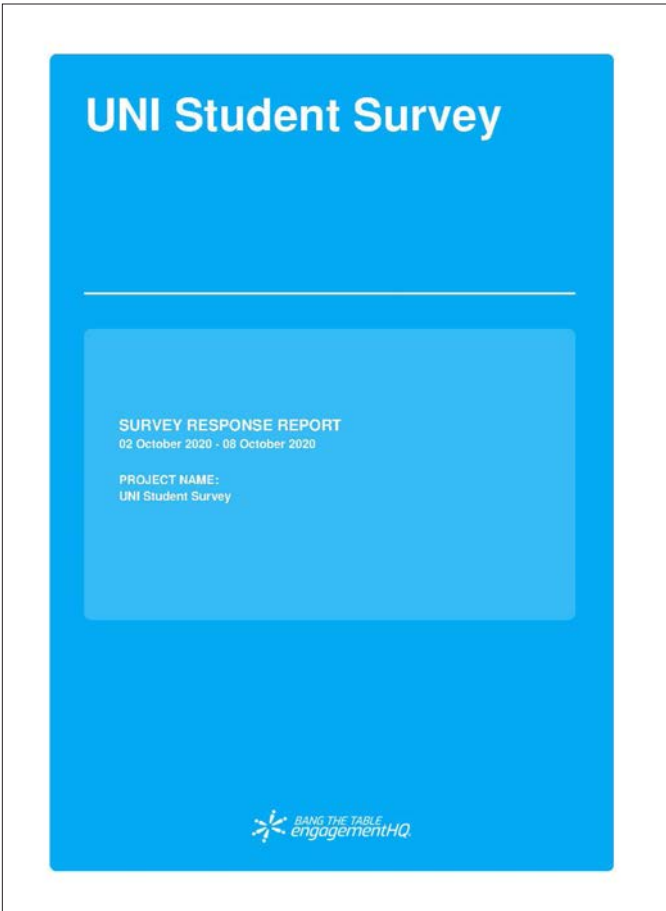
a. Live there	7
b. Work there	12
c. Shopping	8
d. Restaurants	8
e. Parking for school	2
f. Civic activities (worship, library, etc.)	3
g. Special campus event (athletic event, theater, etc.)	6
h. Other: live music (2); visit UNI library and campus events (2); walking the dog; live comedy; support businesses; meetings; Mohair Pear; Kum N’Go	

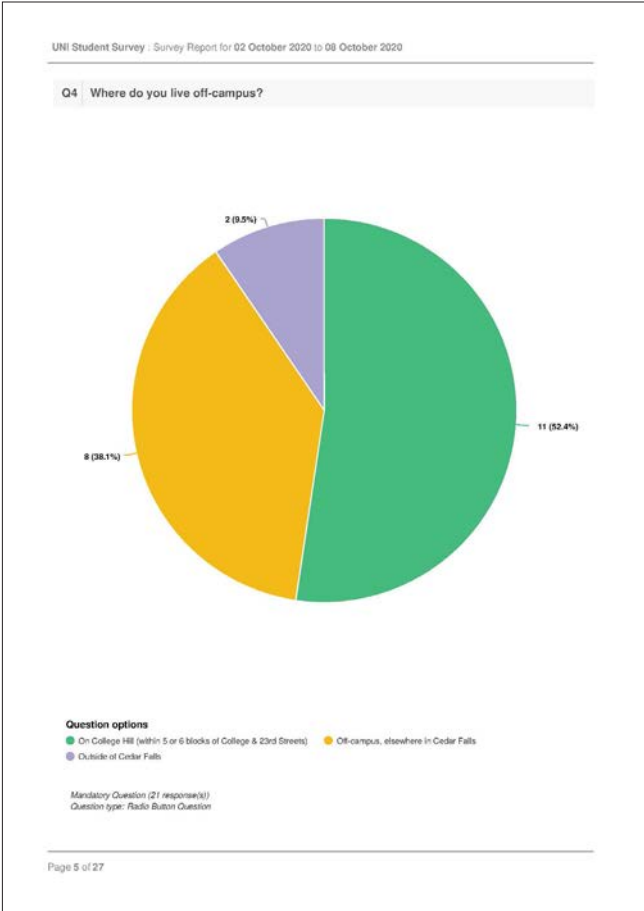
5. When you come to College Hill, how do you usually get here? (circle one)

a. Drive (personal vehicle)	12
b. Take the bus	1
c. Walk	11
d. Ride a bicycle/scooter	2.5 (not often, not bike-friendly)
e. Ride-share (Taxi, Uber, Lyft, etc.)	-

Please provide any additional comments on the back. (see below)

- Please add better bicycle/pedestrian connections in the area to foster green practices. Make College Hill a biking destination to utilize the trail/bicycle system.
- Direct bike access to bike paths; “fill in” commercial area on College St. between 23rd & 22nd (replacing existing residential); vision for rentals in College Hill residential w/UNI enrollment down. Single family? Refurbish?
- We need space where art can be public
- Great food & restaurants on the Hill – but they need attractions to bring people to the bars & restaurants. Things like movie theaters or black box theaters or an art museum. Things like that. Smaller towns have block box theaters.
- The PPT you presented tonight needed to be oriented to College Hill/CF more. Even Streetview (Google) photos would have been better than looking at images from D.C. etc. It seemed lazy & unprofessional. You could also just rethink it by showing us ideas of what works in Europe/ped malls, cafes, etc. It would have been great to have learned something new tonight.
- Public transportation to the Hill is poor; bike facilities (roads, racks) are poor, too





UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Q5 Approximately how much do you individually pay per month for rent?

Anonymous	435
Anonymous	\$250
Anonymous	433.00
Anonymous	\$1,350
Anonymous	\$395
Anonymous	400
Anonymous	370
Anonymous	325
Anonymous	\$355.00
Anonymous	375
Anonymous	415
Anonymous	360
Anonymous	\$580
Anonymous	400

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UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	\$360.00
Anonymous	680
Anonymous	Own the house
Anonymous	\$425
Anonymous	0
Anonymous	365
Anonymous	\$0.00

Mandatory Question (21 response(s))
Question type: Single Line Question

Q6 Approximately how much is the total house or apartment rent per month??

Anonymous	1740
Anonymous	\$500
Anonymous	1300
Anonymous	\$1,350
Anonymous	\$1580
Anonymous	1600

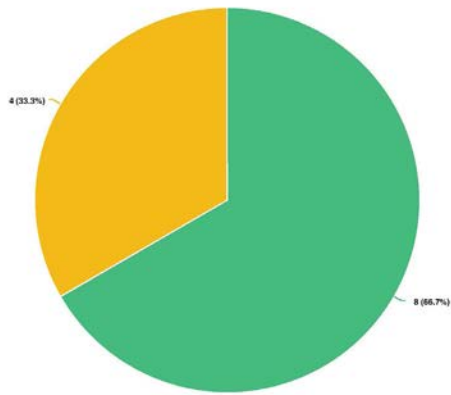
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UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	1100
Anonymous	1300
Anonymous	\$1500.00
Anonymous	775
Anonymous	1660
Anonymous	1080
Anonymous	\$1250
Anonymous	1200
Anonymous	\$1,800.00
Anonymous	680
Anonymous	Own the house
Anonymous	\$850
Anonymous	0
Anonymous	1450
Anonymous	\$785

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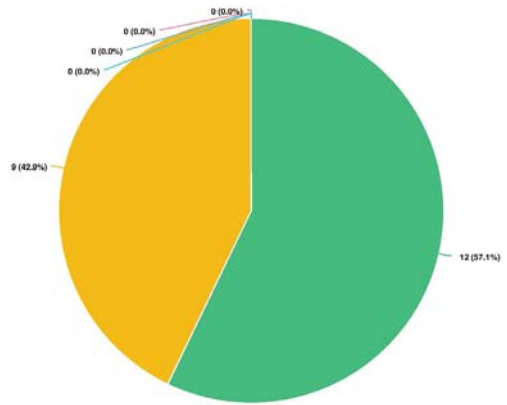
Q7 Do you have a car on campus?



Question options
 Yes No

Mandatory Question (12 response(s))
 Question type: Radio Button Question

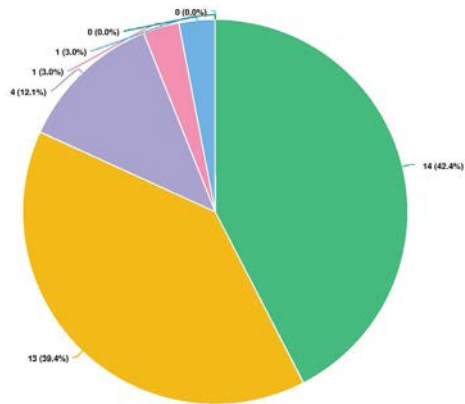
Q8 How do you typically get to campus? (pick one)



Question options
 Drive (personal vehicle) Walk Bus/Partner shuttle Ride-share (carpool, taxi, Uber, Lyft, etc.) Bicycle
 Other (please specify)

Mandatory Question (21 response(s))
 Question type: Radio Button Question

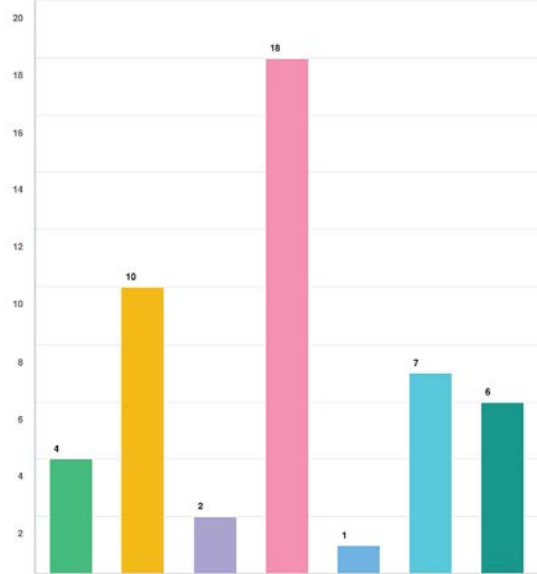
Q9 Excluding cost, what is the most important factor in choosing a place to live? (pick one)



Question options
 Location Room configuration: number of bedrooms and bathrooms (ability to live alone or share with friends)
 Amenities (such as laundry, swimming pool, patio/deck, exercise room, party rooms, etc.) Security Other (please specify)
 Availability of parking Age of house/apartment

Mandatory Question (33 response(s))
 Question type: Radio Button Question

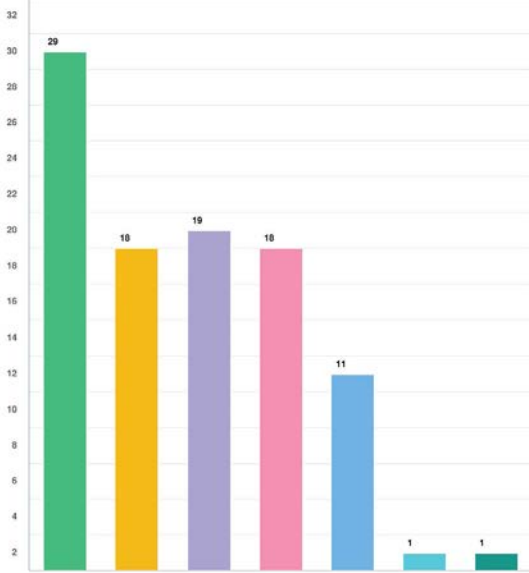
Q10 Which of your regular activities can/do you complete in the College Hill Business District (not on campus)? (check all that apply)



Question options
 Buy groceries Go to the bank/ATM Go to the drugstore Grab a cup of coffee Exercise/workout
 None Other (please specify)

Mandatory Question (33 response(s))
 Question type: Checkbox Question

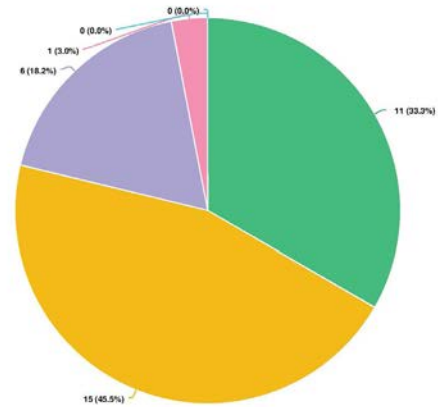
Q11 Which of your regular activities do you complete in other areas of Cedar Falls (not on campus or College Hill)? (check all that apply)



Question options
 Buy groceries Go to the bank/ATM Go to the drugstore Grab a cup of coffee Exercise/workout
 None Other (please specify)

Mandatory Question (33 response(s))
 Question type: Check/box Question

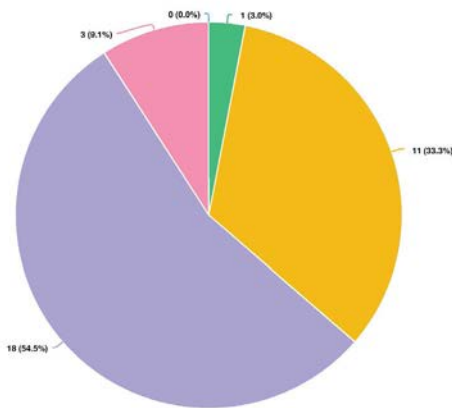
Q12 How often do you go out to eat (for any meal) in the College Hill Business District? (pick one)



Question options
 Never A few times a month 1-2 times a week 3-5 times a week 6-7 times a week
 More than once a day

Mandatory Question (33 response(s))
 Question type: Radio Button Question

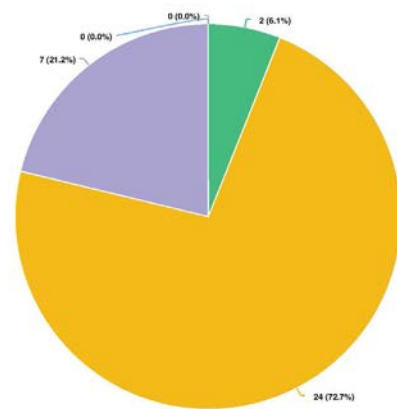
Q13 How often do you go out to eat in Downtown Cedar Falls? (pick one)



Question options
 Never Only when my parents come to visit A few times a month Every week More than once a week

Mandatory Question (33 response(s))
 Question type: Radio Button Question

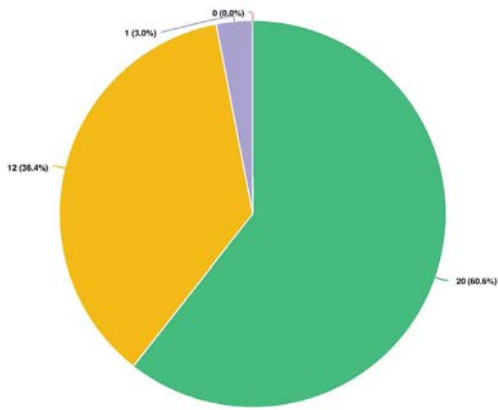
Q14 How often do you go out to eat in Cedar Falls other than Downtown or College Hill? (pick one)



Question options
 Never A few times a month Every week More than once a week Almost every day

Mandatory Question (33 response(s))
 Question type: Radio Button Question

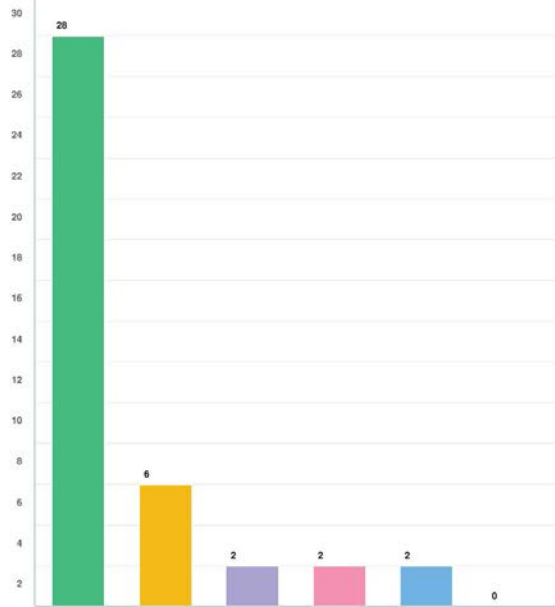
Q15 How often do you go out to bars/clubs on College Hill? (pick one)



Question options
 ● Never ● Most weekends ● Every weekend ● 3-4 times a week

Mandatory Question (33 response(s))
 Question type: Radio Button Question

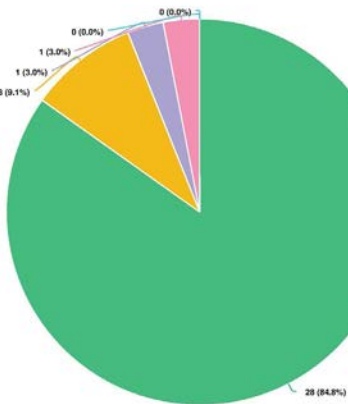
Q16 What modes of transportation do you personally have in Cedar Falls? (Check all that apply)



Question options
 ● Car ● Bicycle ● Skateboard ● None ● Other (please specify) ● Scooter

Mandatory Question (33 response(s))
 Question type: Check/box Question

Q17 How do you primarily get around in Cedar Falls away from UNI campus? (pick one)



Question options
 ● Drive (personal vehicle) ● Ride-share (carpool, taxi, Uber, Lyft, etc.) ● Walk ● Other (please specify)
 ● Bus/Parish shuttle ● Bicycle

Mandatory Question (33 response(s))
 Question type: Radio Button Question

Q18 Is there a type of good, service, or activity that you wish were available on College Hill today?(Name as many as you would like)

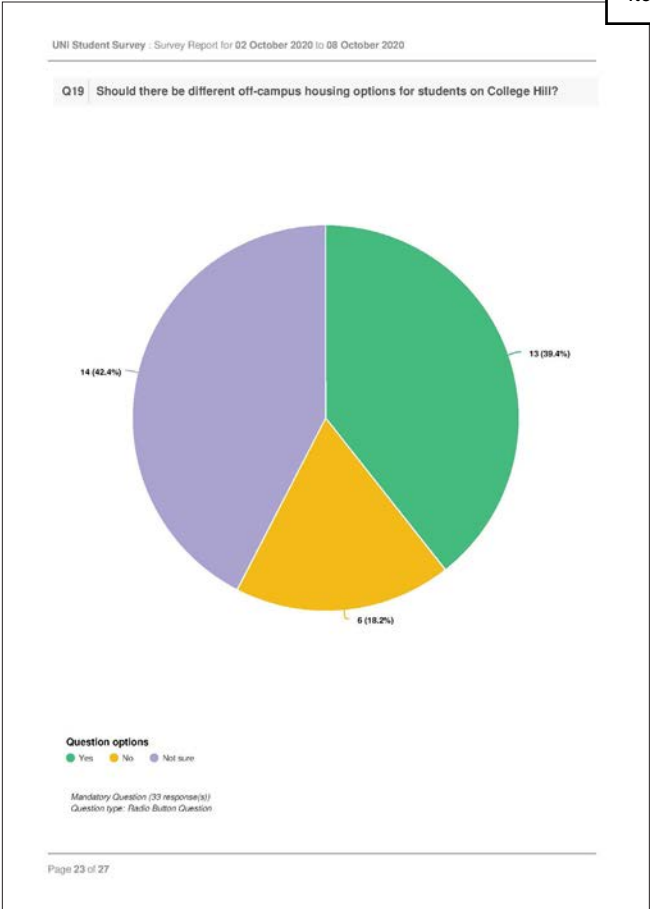
- Anonymous 10/03/2020 10:00 AM PANCHEROS
- Anonymous 10/03/2020 10:06 AM Breakfast Place
- Anonymous 10/03/2020 10:11 AM More fast food options/non-local shops. Students without cars would do a lot more business on college hill if it wasn't mostly bars.
- Anonymous 10/03/2020 02:58 PM More food options
- Anonymous 10/04/2020 01:31 PM A cute coffee shop that has plenty of space inside for students to study. I feel like Cedar Falls lacks nice coffee shops like Smokey Row or Cafe Diem. A coffee shop like this would be a great addition.
- Anonymous 10/04/2020 04:21 PM insomnia cookies and dominos
- Anonymous 10/04/2020 09:33 PM A breakfast cafe, nail salon, chick fil a, anything but another vape or tattoo place
- Anonymous 10/04/2020 09:39 PM Sit down restaurant, ice cream,
- Anonymous 10/04/2020 09:41 PM Breakfast food
- Anonymous 10/04/2020 10:47 PM A smoothie place
- Anonymous 10/05/2020 06:47 AM Grocery store
- Anonymous 10/05/2020 07:32 AM skateboard shop
- Anonymous 10/05/2020 07:44 AM McDonald's
- Anonymous More restaurants rolled ice cream

UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

10/05/2020 08:04 AM	
Anonymous	No
10/05/2020 09:38 AM	
Anonymous	Grocery store
10/05/2020 11:32 AM	
Anonymous	Anything other than more vape shops
10/06/2020 11:49 AM	
Anonymous	sustainability shop weather it be reusable products or packaged food with less plastic
10/06/2020 12:34 PM	
Anonymous	More food options, grocery store, gym
10/06/2020 01:55 PM	
Anonymous	Grocery store, restaurant options with more food choices, a greener street with outside seating.
10/07/2020 10:48 AM	
Anonymous	More local food options. Lots of fast food but not always my preferred choice.
10/07/2020 06:32 PM	
Anonymous	Grocery, fast food
10/07/2020 06:39 PM	
Anonymous	None
10/07/2020 07:04 PM	
Anonymous	More food options that are cheap for college students.
10/07/2020 10:16 PM	
Anonymous	Mini grocery store, karaoke bar, dance club
10/08/2020 05:26 AM	

Optional question (25 response(s), 8 skipped)
Question type: Single Line Question

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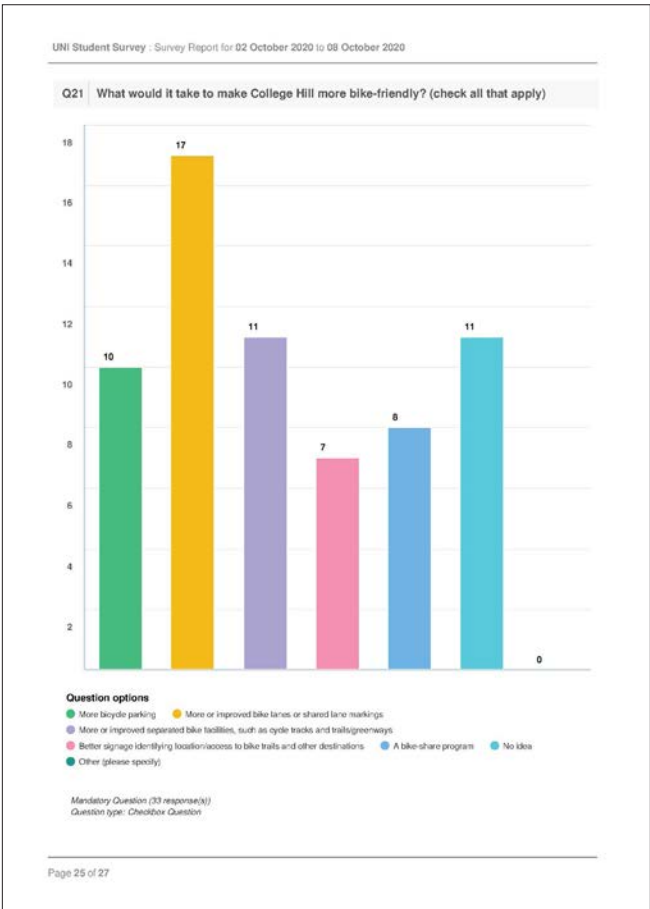
UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Q20 What type of housing would you recommend?

10/03/2020 10:06 AM	More Tiny Houses
10/03/2020 10:36 AM	Just nicer places and better noise control
10/03/2020 02:55 PM	Apartment or duplex
10/04/2020 02:14 PM	more apriments
10/04/2020 05:41 PM	Nicer apartments
10/04/2020 10:47 PM	Apartments
10/05/2020 06:47 AM	Apartments that don't cost quite as much as other college hill places to live
10/05/2020 11:32 AM	More affordable options that are in good conditions and close to campus. Pet friendly.
10/06/2020 01:55 PM	Apartments
10/07/2020 10:48 AM	Condo style apartments
10/07/2020 06:32 PM	Off campus.
10/07/2020 07:04 PM	Full houses
10/07/2020 10:16 PM	Apartment

Mandatory Question (13 response(s))
Question type: Single Line Question

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Q22 How could walkability be improved around College Hill, including from nearby neighborhoods to the UNI campus?

- Anonymous
10/03/2020 10:00 AM
More bus systems
- Anonymous
10/03/2020 10:06 AM
Unsure
- Anonymous
10/03/2020 02:55 PM
I personally do not know
- Anonymous
10/04/2020 01:31 PM
Not sure
- Anonymous
10/04/2020 04:21 PM
NA
- Anonymous
10/04/2020 09:33 PM
Improved sidewalks and signage
- Anonymous
10/04/2020 10:47 PM
Better crosswalks
- Anonymous
10/05/2020 07:32 AM
Somehow making the sidewalks not so cramped
- Anonymous
10/05/2020 08:04 AM
More parking
- Anonymous
10/05/2020 09:38 AM
Add sidewalks on all the streets
- Anonymous
10/05/2020 11:32 AM
Put sidewalks on every street. This is a horrible accessibility issue. I live on a street without a sidewalk, and it's very dangerous.
- Anonymous
10/05/2020 12:34 PM
directional signs
- Anonymous
10/07/2020 10:46 AM
Ensuring the sidewalks are in better shape (22nd st is very bad), closing the street from 22 to 23rd St
- Anonymous
More accountability of drivers. Several times walking to class was nearly hit

10/07/2020 06:32 PM
by drivers crossing streets in college hill district due to drivers not paying attention or always being aware.

Anonymous
10/07/2020 07:04 PM
Improved able to cross signage

Anonymous
10/07/2020 10:16 PM
Bigger sidewalks

Anonymous
10/09/2020 05:26 AM
No idea

Optional question (17 response(s), 16 skipped)
Question type: Single Line Question


Presentation via Web Video Streaming

Wednesday, October 14, 2020

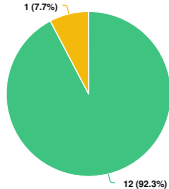
Work-in-Progress Survey

SURVEY RESPONSE REPORT
14 October 2020 - 01 November 2020

PROJECT NAME:
College Hill Work-In-Progress Presentation



Q1 Have you watched the Work-in-Progress presentation? (any version -- live planning commission meeting, video, or slides)

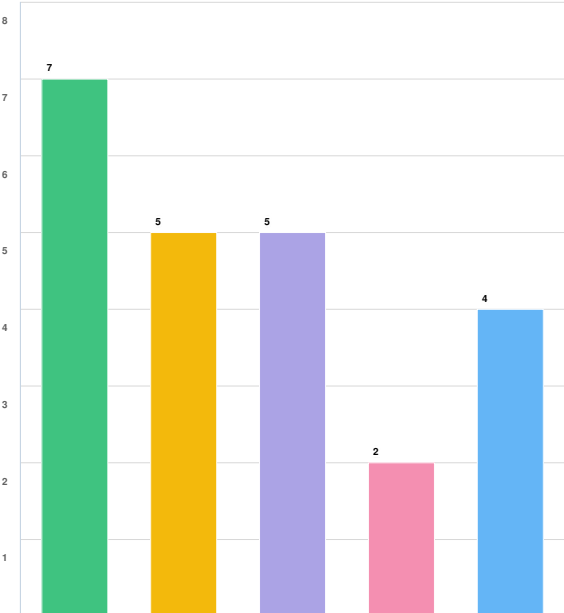


Question options
● Yes ● No

Mandatory Question (13 response(s))
Question type: Radio Button Question

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q2 What is your interest in the Imagine College Hill Vision Plan? (Please check all that apply)



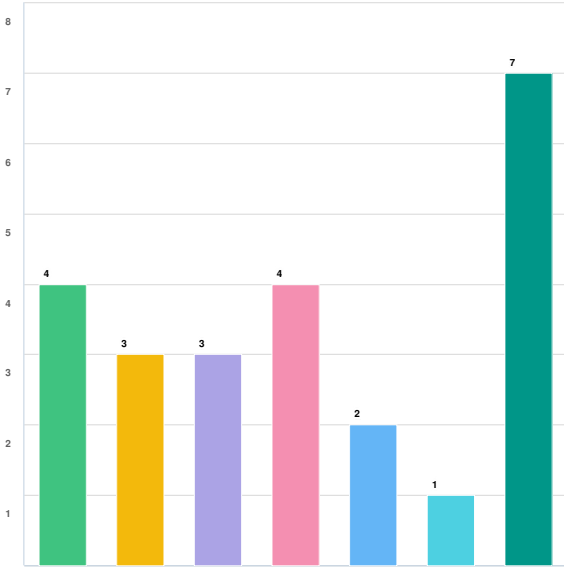
Question options
● I live in the study area ● I work in the study area ● I own property in the study area ● I go to school in the study area ● Other (please specify)

Mandatory Question (13 response(s))
Question type: Checkbox Question

Page 3 of 8

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q3 Which of the College Hill Vision Plan events did you attend or participate in? (check all that apply)



Question options
● January 2020 Public Kick-Off event at CEEE ● January 2020 Stakeholder Interview ● Virtual "Hands-On" Community Design Workshop on Saturday morning, October 3 ● UNI Student Survey ● Virtual Open Studio Q&A on October 5 or October 7 ● Virtual Technical Meeting or Stakeholder Interview (Monday, Tuesday, or Wednesday, October 5-7) ● The "Work-in-Progress" presentation is my first involvement

Mandatory Question (13 response(s))
Question type: Checkbox Question

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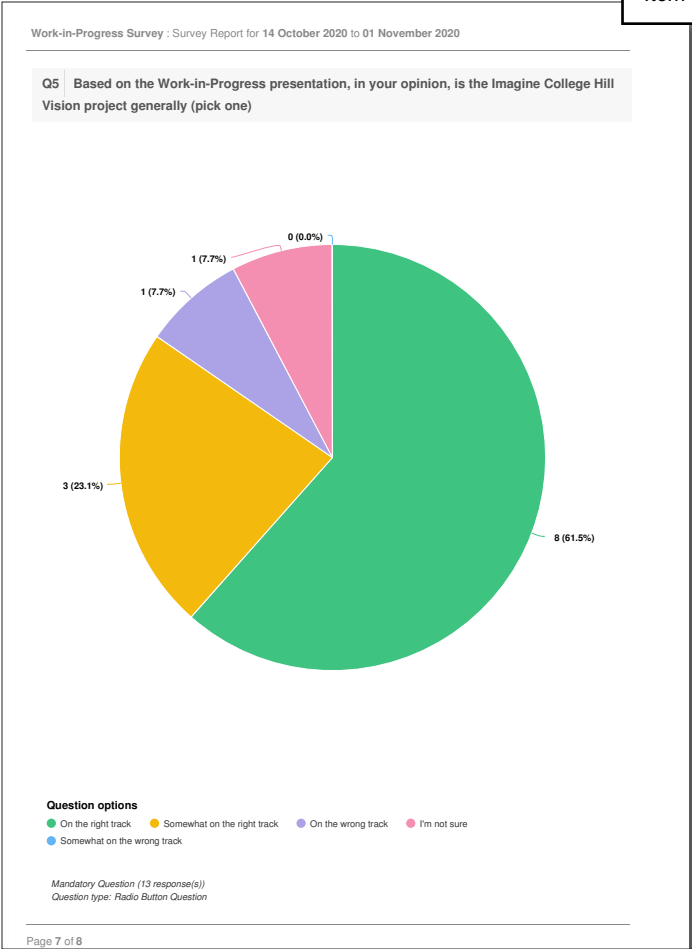
Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q4 | What was the most important idea that you heard in the Work-in-Progress presentation?

Anonymous 10/16/2020 10:59 AM	Connecting lower college hill to upper college hill.
Anonymous 10/22/2020 02:50 PM	street trees
Anonymous 10/27/2020 11:18 AM	Better zoning practices in the immediate area of the Hill and school (upzoning)
Anonymous 10/27/2020 12:21 PM	Walkability increase and maintaining neighborhood character
Anonymous 10/27/2020 01:21 PM	Connecting lower and upper hill
Anonymous 10/27/2020 02:41 PM	In an earlier October discussion, I heard that one objective is to provide more or better alternatives for student transportation between campus and downtown. I didn't hear an obvious solution but the problem was clearly identified.
Anonymous 10/27/2020 08:29 PM	Stabilize and enhance neighborhoods
Anonymous 10/28/2020 05:39 AM	Improving the dining and shopping options in the area.
Anonymous 10/28/2020 07:11 AM	How to get College Hill to easily connect not just to campus but other areas of CF including Downtown
Anonymous 10/28/2020 03:14 PM	Changing parking requirements so development can happen. Putting garages BEHIND housing in new prototypes.
Anonymous 10/30/2020 08:16 AM	..
Anonymous 10/30/2020 08:17 AM	i didnt hear it
dvsnothere 10/30/2020 08:31 AM	Expansion of bike lanes and securing affordable, quality food items in the area to reduce automobile transportation.

Mandatory Question (13 response(s))

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Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

Q6 | Please provide any additional comments here.

Anonymous 10/27/2020 12:21 PM	We need not rewrite the code to make it cheaper for developers to build without parking and guarantee them a profit. I heard that in the presentation, that we must make it profitable for developers. This can't be done be eliminating all parking.
Anonymous 10/27/2020 02:41 PM	To clarify the presentation – State the objective or the problem to be solved. It isn't obvious to all. Who will benefit and how? The graphics would be easier to interpret if you label/show North and a recognizable landmark.
Anonymous 10/27/2020 08:29 PM	Looks great!
Anonymous 10/28/2020 05:39 AM	The area needs more greenery the potential options looked great. More multi use commercial/residential
Anonymous 10/28/2020 03:14 PM	Nice idea with gas station at Seerley and Main, too (gas in back), and connecting upper and lower Hill, and other infill ideas. Also, love the idea of the closed piece of 23rd street to a plaza for festivals.
Anonymous 10/30/2020 08:16 AM	..
dvsnothere 10/30/2020 08:31 AM	I am also in favor of creating more green spaces especially along Dry Run Creek so we integrate with the landscape and so more to connect with CF's resiliency and stormwater run off plans.

Optional question (7 response(s), 6 skipped)
Question type: Single Line Question

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During the Imagine College Hill Project, the consultant team reviewed the recent College Hill parking study and studied the current residential parking requirements from the perspective of both the local real estate market, and basic site layout and building design. The recommendations to reduce the minimum parking requirements in the *Market Considerations* (p. 17) and *Appendix* (p. 62); *Transportation Review* (p.18); and *Illustrative Projects* (p.45) sections of this plan are based on this analysis and the aspiration to have more students living within walking distance of campus.

The current minimum parking requirements are one space per bedroom, which in the College Hill/UNI context assumes that every student has a car. (While historically many college students shared bedrooms, the current student rental practices indicate that is no longer the case. Even the UNI dormitories have moved toward single-room occupancy.) Any renter who does not have a car will be paying for a space that they do not need and do not use. A mandated-but-unused parking space on College Hill is expensive land that could be put to a better use. The exact number of students who have cars may fluctuate a few percentage points from year to year, but it is always well below 100%.

The Prototypical Projects that are illustrated were created for this Vision Plan and based on real-world figures: typical apartment sizes (1000 square feet per 2-bedroom apartment) and standard parking space configurations. The table below provides the unit and bedroom counts for the projects as illustrated, with ground floors being non-residential, and including the increase in units created by adding floors to the building (with parking spaces remaining constant). The estimated amount of on-site surface parking that could be provided on each site is based on a calculation of: the area remaining after the building footprint area and the vehicular circulation area are subtracted from the total lot area. *Note that only one of the Prototypical Projects below would meet the current parking requirements, underscoring the importance of revising the standards if redevelopment and intensification of student housing near campus is the goal.*

TABLE KEY:

Yellow Boxes: the number of parking spaces that can fit on the lot as illustrated

Red Boxes: the parking provided does not meet the ratio at the top of the column; therefore the project would not be permitted

Green Boxes: the parking provided does meet the ratio and therefore the project would be permitted


The "parking sink" on the bottom row provides the number of parking spaces in the prototypical off-site parking lot illustrated on p.56.

IMAGINE COLLEGE HILL -- PROTOTYPICAL PROJECT PARKING SUPPLY					
Configuration	Site	Units/BRs	Current Rate 1/BR	.75/BR	.5/BR
# of Spaces 3 Stories 4 Stories	<u>22nd & College</u>				
	19 spaces				
		12 du/24 BR 19/38	N N	19 Y 28 N	13 Y 19 Y
# of Spaces 3 Stories 4 Stories	<u>21st & College</u>				
	40 spaces				
		22/44 33/66	N N	33 Y 50 N	22 Y 33 Y
# of Spaces 3 Stories 4 Stories	<u>22nd & Merner</u>				
	54 spaces				
		25/50 37/75	Y N	37 Y 56 N	25 Y 37 Y
# of Spaces 3 Stories 4 Stories	<u>23rd & Merner</u>				
	27 spaces				
		14/28 21/42	N N	21 Y 32 N	14 Y 21 Y
	<u>Parking Sink</u>				
	166 spaces				

Give us your feedback!

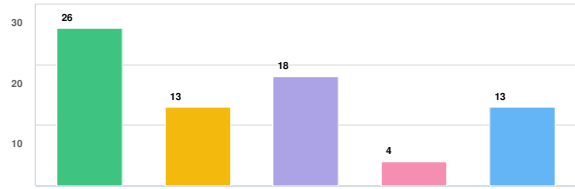
SURVEY RESPONSE REPORT
10 February 2021 – 11 March 2021

PROJECT NAME:
Draft Imagine College Hill Vision Plan



Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q1 Do you currently... (check all that apply)



Question options

- Live in the study area
- Work in the study area
- Own property in the study area
- Go to school in the study area
- Other

Mandatory Question (44 response(s))
Question type: Checkbox Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q2 If you answered 'OTHER,' please explain.

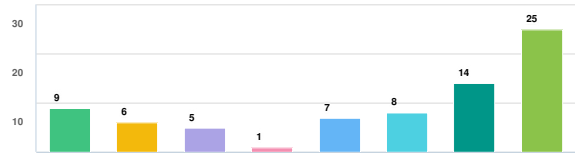
- Anonymous
2/16/2021 02:53 PM | I was a faculty member at UNI and know this area fairly well.
- Anonymous
2/16/2021 06:44 PM | Shop, dine, and attend events in the study area
- Anonymous
2/19/2021 11:38 AM | I also shop in the area, walk in the area, and am well-connected with neighbors and others living here.
- Anonymous
2/25/2021 06:29 AM | Live in Cedar Falls
- Anonymous
2/28/2021 06:40 PM | Live in cedar falls
- Anonymous
3/09/2021 04:59 PM | Am up on the hill almost daily.
- Anonymous
3/09/2021 05:20 PM | Visit area
- Anonymous
3/09/2021 06:05 PM | Visit
- Anonymous
3/09/2021 08:56 PM | I live North of Campus, just off 1st street
- Anonymous
3/10/2021 04:57 AM | Frequent customer to the area
- Anonymous
3/10/2021 05:32 AM | other
- Anonymous
3/10/2021 07:49 AM | I live in the Birdsall area so drive through here frequently or order take out from this neighborhood.
- Anonymous
3/10/2021 02:10 PM | I am a former UNI grad and currently a resident of Cedar Falls but do not live in the college hill district.

Mandatory Question (13 response(s))
Question type: Single Line Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q3 Which of College Hill Vision Plan events did you attend? (check all that apply)

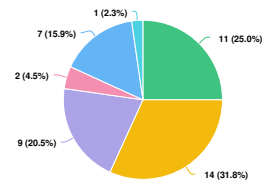


Question options

- Kick-Off Presentation (January 2020 at CEEE)
- Virtual Design Workshop (Saturday, October 3)
- Virtual Technical Meeting or Stakeholder Interview (October 5-7)
- On-Line UNI Student Survey (October 3-8)
- Virtual Open Studio Q&A (October 5 or 7)
- Virtual Work-in-Progress Presentation (October 14)
- Virtual Draft Vision Plan Presentation (February 10, 2021)
- None

Mandatory Question (44 response(s))
Question type: Checkbox Question

Q4 Based on your review of the Draft Imagine College Hill Vision Plan, in general, does the Plan provide a good framework for ...



Question options

- Yes, definitely
- Generally, Yes
- Somewhat
- Generally, No
- Definitely Not
- Don't know/No opinion

Mandatory Question (44 response(s))
Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q5 Do you have any comments or questions about the PLAN RECOMMENDATIONS in the EXECUTIVE SUMMARY.

Response	Count	Percentage
Yes	24	54.5%
No	20	45.5%

Question options
 Yes No

Optional question (44 response(s), 0 skipped)
 Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q6 Please identify the specific Plan Recommendation(s), if applicable.

Anonymous 2/16/2021 02:53 PM
 While I agree there is a major parking situation, the plan seems to really hit that hard. The consultants seem to think that college students will live in the area and NOT bring their cars to Cedar Falls. Do they actually know college students?? And I wonder why you are considering clear up to 12th street as part of College Hill???

Anonymous 2/19/2021 11:38 AM
 This is a great plan. It's visionary and will assist in providing good public space and connection between neighborhoods and college hill. I appreciate the aesthetic as well. I appreciate anything tying in interests of the various constituents in the area and not just something that will benefit the almighty dollar. Thank you for considering this plan and thanks to all who have worked so hard on it.

Anonymous 2/22/2021 03:54 PM
 I appreciated that the College Hill Partnership was included in the priorities listed in the Executive Summary. I would like to see in the "Create gateways to College Hill to provide a sense of arrival" section: a note that these gateways to the area are very important as the Hill is one of the first places that visitors to Cedar Falls by way of the university see. The Hill should play a vital role of inviting university visitors into the rest of the city.

Anonymous 2/25/2021 06:25 AM
 What are you going to do about mixing in student housing in residential neighborhoods when they have loud parties and don't respect their neighbors? What about upkeep of those properties such as snow removal and mowing the lawn? Will off street parking always be available so the streets aren't filled with cars?

Anonymous 2/25/2021 06:26 AM
 What businesses were actually part of this survey? Seems like a lot of money for consultants with limited input of citizens.

Anonymous 2/25/2021 06:29 AM
 Please don't add more housing specially the tall buildings like they did downtown. I feel it got rid of the small town feel. Plus it doesn't match they rest of the downtown. I love the bike path idea as long it is not in the street.

Anonymous 3/09/2021 11:23 AM
 The vision and recommendations look really good, but the means to get there are less clear. I know that the idea is that changes to city code will help, but it's going to take a lot more than that to get there. I'm also not clear what is meant by "stabilizing the neighborhood" and want to make sure that this means preserving both historical character, amenities that support a strong community, and expanding the unique mix of human diversity. One important part of that is a revitalized Seerley Park, which was not part of this plan but definitely should be since it is owned by the city and under its direct control and management and is the heart of the neighborhood.

Anonymous 3/09/2021 05:25 PM
 1. Create a thoughtful vision plan to manage change over time. • Reflect on the past, consider the present, look to the future Cedar Falls has a history as a sundown town, has difficulty attracting Black residents (and visitors), and is

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

currently embroiled in community tension as a result of active/ongoing racism, which has never been addressed in a systemic way. Our city government is comprised of white people only. It appears as if the key partners in this consulting firm are also white. I'd imagine very few Black people were engaged in any of the stakeholder meetings or input gathering sessions. Since we know land use policy and planning and zoning code has long been used as a tool to reinforce systemic racism, I would expect to see some mention of race in the plan - at the bare minimum. How have our policies impact BIPOC? How do they currently? How can we write better code and policy which works to actively make corrections for such? How can we build to be a more inclusive community in the future? At the very least, the city needs to ask itself these questions. As we prepare a vision and plan for the future of our community - which will result in a rewriting of our p&z code - we need to be able to say we had the conversations, and did the research to arrive at answers. It is completely negligent for a team of entirely (?) white city administrators, electeds, consultants, and stakeholders to plan for the future of this community without a single mention of race.

Anonymous 3/09/2021 06:04 PM
 Parking needs improvement. Tear down a couple old properties.

Anonymous 3/09/2021 07:00 PM
 We need to have viable businesses. There are too many vape shops, etc. This is no way to get families to move to the district. For that matter, why would those of us who have lived in the district for 38 years stay? Mainly because our house values have declined over the years because of the rentals and horrible landlords.

Anonymous 3/09/2021 07:58 PM
 As revisions to zoning are considered, I would like to ask that issues of equity and diversity be considered. Making the College Hill area both welcoming for all, and affordable, is extremely important. Public transit access needs to be improved so that those without cars can access the area (that will also help the parking issue), along with connecting the bike trails.

Anonymous 3/09/2021 08:56 PM
 We like the addition of more trees/greenscape in all of the plans. College Hill needs that! It will make the area more appealing. Redevelopment needs to proceed carefully in residential areas- too many homeowners in Cedar Falls have had homes on their block converted to college rental properties that are not properly maintained. Nobody should have to walk up and down their street collecting beer bottles in what is a residential neighborhood because college students who have no interest in maintaining the home's value and have no regard for their neighbors. Set up specific College housing zones, spend some of the development \$\$ to buy homeowners who want to move out at a fair market value.

Anonymous 3/09/2021 11:39 PM
 College Hill is more a part of UNI than it is the City of Cedar Falls. We already have enough bike paths and sidewalks. Main roads (18th and College St) already have large paintings on them to "share the road". Currently about 10000 cars to every bike. Don't see any bikes five months a year because of our weather. It makes the bike crowd happy but pisses

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

everyone else off. Tax them somehow to pay a users fee like the cars currently pay for roads and maintenance though a gas tax. The city feels that everything else should be self sufficient. College Hill is no longer family friendly. All that is currently there are liquor stores, vape shops, bars and tattoo parlors. Not things my family is attracted to. Focus on getting the student base up. They are down 4000 students. None of this is bringing more students here and won't. We don't need a grocery store because the last one closed 30 years ago. Get real. Focus on the real problems not the liberals "wish" list. Get your head out of the sand. Parking is and will always problem. The studies are a waste of tax dollars and be better used.

Anonymous 3/10/2021 08:07 AM
 The growth of the Hill area means an increase of heavy truck traffic. This is natural and should be expected. All goods must be trucked to the neighborhood, typically using tractor trailer sized vehicles. Then all the waste and trash must be trucked out using large refuse collection trucks. Transportation planning should include accommodations for these large trucks. The streets generally impacted are University Ave., College St. and 18th St. Large trucks can not turn around easily. The alley access points at the rear of the Hill business do not allow for easy loading zones. Loading operations typically are done from the street front, which then constricts other traffic flow. The renderings presented on line showing the wonderful streetscapes should be drawn with samples of large delivery trucks. Thank you for the opportunity to comment.

Anonymous 3/10/2021 10:26 AM
 A reduction of the emphasis on alcohol, cbd/thc, Kratom, vaping and other dangerous and predatory business interests.

Anonymous 3/10/2021 10:33 AM
 I'm so disappointed to see the number of marijuana, alcohol, and tattoo places in the College Hill area. Can we have some things that promote positive behaviors and lifestyles?

Anonymous 3/10/2021 06:53 PM
 I have become aware of the lack of outreach and inclusion in the plan of cedar falls' minority BIPOC population. How will this be remedied?

Anonymous 3/10/2021 06:54 PM
 Lot of great effort in this and applaud putting this together. It hard to see how there's really a true need for high density housing given the 1) current enrollment of the university, 2) given the monopoly a certain owners with what seems to be a one sided CPH. Hard for the "little" guys to get a fair voice or even what to show up at any meetings.

Anonymous 3/10/2021 09:29 PM
 I want to make sure that the plan considers the impact of code changes on diverse people/people of color. The current stakeholders (myself included) in Cedar Falls are all or mostly white. The future Cedar Falls needs to be more welcoming and diverse. How can plans for the future and recommendations for changes in the code address that? We need to think deeply about the structures we make and amend, and how that moves us to a more diverse and welcoming place in the future.

Anonymous
 I have a concern that the plan builds on the work of College Hill Partnership.

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

3/10/2021 10:05 PM

The partnership is predominantly controlled by one developer and his colleges, so I would not put that much merit in what they might push for. I can see there is not a good understanding of the college rental market and how it evolved as the campus grew, particularly when the enrollment out grew the dorm space in the 60's on to the peak enrollment in roughly 2002 I believe when the campus enrollment went over 14,000. The character neighborhoods are not big enough that show the student rental market.

Mandatory Question (20 response(s))
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q7 Do you have specific comments and/or questions on the ANALYSIS section of the Imagine College Hill Vision Plan?

Response	Count	Percentage
Yes	7	15.9%
No	37	84.1%

Question options
Yes No

Mandatory Question (44 response(s))
Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q8 Provide us your specific comments here! Please reference specific sub-sections or page numbers in your response, if possible.

Anonymous
2/22/2021 03:54 PM
I appreciate the inclusion of feedback from the university students especially the highlight of mobility. There is a lot of speculation about the university students and their transportation habits and requirements by the greater community. Many times the speculation is just an assumption and not based on data for feedback from the current student population.

Anonymous
2/25/2021 06:26 AM
How many bikes have been on campus from November through February? Bike paths used when students are gone in the summer? Campus already has enough concrete. College Hill is now part of UNI. Parking is and always has been the number one concern on campus and downtown. I'm not going to ride my bike or walk in the cold or hot humid day to go out. Get real. Ask the masses, not the fringe groups that continually push the agendas.

Anonymous
3/09/2021 04:59 PM
Need much more parking.

Anonymous
3/09/2021 07:00 PM
The meetings were not well-advertised or presented online. As residents of the district and full-time workers, we don't have time for this nonsense. Also, to do this study during COVID-19 was nuts!

Anonymous
3/10/2021 06:54 PM
Don't see any value in high density just so one can justify their building project.

Anonymous
3/10/2021 09:29 PM
YES -- UNI should take a more active role in helping the neighborhood solve the parking issue. They have SO MUCH space, but does so little -- it forces parking out into the neighborhood. So, let people park in the parking garage. Sell parking spaces! It's hardly used! Coordinate parking management with UNI. The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the "free" on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the Imagine College Hill Plan is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.

Anonymous
3/10/2021 10:05 PM
again, the borders for the student dominant area needs to be expanded.

Mandatory Question (7 response(s))
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q9 Some of the sub-sections of the IMAGINE COLLEGE HILL FRAMEWORK section of the College Hill Plan are listed below. Please select which sub-sections you'd like to comment on, if any.

Sub-section	Count
Big Ideas	10
Character Areas	7
Building Frontages	8
No Comment on any sub-sections	29

Question options
Big Ideas Character Areas Building Frontages No Comment on any sub-sections

Mandatory Question (44 response(s))
Question type: Checkbox Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q10 Leave us your comments or questions about the BIG IDEAS for College Hill.

- Anonymous
2/16/2021 02:53 PM

The plan looks great. Is it realistic? Remake the streets? Remake store fronts? Where does the funding come from?
- Anonymous
2/16/2021 04:48 PM

Overall, the plans for transforming the Dry Run Creek area as greenspace is sound and quite positive. However, we should add mitigation against urban flooding by not building a walk way covering over the creek between Petterson Plaza and Olive St. We need to secure our investment by allowing potentially record-level floodwaters to flow through rather than be squeezed by a longer drainage culvert beneath College St and Petterson Plaza.
- Anonymous
2/16/2021 07:38 PM

The Big Ideas are all spot-on and the city and neighborhood need to take these up.
- Anonymous
2/22/2021 03:54 PM

I think these big ideas really capture the desires of the community to improve College Hill.
- Anonymous
3/09/2021 11:23 AM

Big support for enhancing neighborhood, linking upper and lower hill and treating natural areas as amenities
- Anonymous
3/09/2021 07:00 PM

Get rid (or limit) the number of liquor stores and vape shops.
- Anonymous
3/09/2021 07:58 PM

I really like the idea of multi-use buildings, as well as making sure there is green space. I'd like the whole area to be environmentally conscious, as well as improving accessibility via pedestrians and bikes and public transit.
- Anonymous
3/09/2021 07:58 PM

loved the comment about a UNI students family coming to the hill & having it be a friendly, vibrant neighborhood. I've been frustrated with the amount of smoke shops we currently have :/ we need more places like sidocar, milkbox, mohair pear, octopus!
- Anonymous
3/10/2021 05:32 AM

none
- Anonymous
3/10/2021 09:29 PM

1. I love these ideas (below). Is there something we can do to prevent racial discrimination against renters in the code? Or related laws the city needs to make. The discrimination is a REAL thing. Look at CF's population. Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus and the local businesses (see p. 35)-Maintain regulations prohibiting the conversion of single-family

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

houses into apartments outside of designated areas-Adjust parking requirements to ensure College Hill is "the place" where students can live without a car-Revise parking requirements to enable and encourage less expensive (market-rate) housing-Work with UNI to promote car-free living for students 2. As a long-time member of the College Hill Partnership, I find the city is prohibitively restrictive on cafe seating, public events with alcohol, adding decorative lighting across College St., and doing public street closures for things like the College Hill Farmers Market. Community Main Street gets an easy path on much of this. The city tends to view College Hill as full of stereotypical drunk students, so it makes it very difficult for us to be taken seriously as a community with students, families, and others. They go out of their way to steer development to downtown, but treat College Hill like an afterthought. Some in the staff and city council, in particular, imagine the Hill how it was in their college days, and think the standards from the 1970s and 80s (crappy rentals and few regulations) are completely fine. So, we like the ideas below, but need the city to take us seriously, and help nurture the Hill to be a better place. Big Idea: Increase retail and dining options Implementation Steps-Continue supporting the College Hill Partnership—economically and politically-Incentivize increased housing near campus to create more neighborhood support for retail and business options-Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)-Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

Mandatory Question (10 response(s))
Question type: Essay Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q11 Leave us your comments or questions about the CHARACTER AREAS identified for College Hill. (Please include the name of the individual character area, if applicable.)

- Anonymous
2/22/2021 03:54 PM

Something minor but I do question why the houses along w 18th street (South Side) are included in Fairview Neighborhood I would think that would be included in Seerley Park and Clay Street Park.
- Anonymous
3/09/2021 11:23 AM

Seerley Park is an important element to the neighborhood character area.
- Anonymous
3/09/2021 07:00 PM

The character of the College Hill area is not appealing. Liquor stores, vape shops, unclassy bars, etc.
- Anonymous
3/09/2021 08:56 PM

With residential housing up to the edge of campus along University Ave, anything that designates that you are now entering campus will be great.
- Anonymous
3/10/2021 05:32 AM

none
- Anonymous
3/10/2021 10:33 AM

Can we have some things that promote positive character development? Art gallery? Live music venue? Increase the farmer's market? I love the Arts Festival - is there some way there could be a space for more art? Maybe showcase some of the UNI art students' and/or faculty works, as well as work by community members? Maybe a "Made in Cedar Falls" shop that sells works by local people. Music venues with live music --- again, could be UNI music students, community people that play and/or sing, could even be a garage band. Anything that encourages healthy cultural activities.
- Anonymous
3/10/2021 10:05 PM

If the character areas are not representative of what the population in those areas are the "vision" will be flawed. This applies to all of them but predominantly the yellow area they are calling Seerley park neighborhood. To be effective this area needs to be split up in several subgroups. North of 18th street is very different than Walnut, Iowa, and Tremont streets directly East of Campus. The Orange area representing the very dense student population needs to expand further east, south east, and pick up the area north of the creek on the other side of University. Essentially the College Hill Neighborhood Overlay. This is where students should be encouraged to live. They are in town to go to the University. Let them live by the University in the manner that suits them.

Mandatory Question (7 response(s))
Question type: Essay Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q12 Leave us your comments or questions about the BUILDING FRONTAGE TYPES identified for College Hill. (Please include the name of the individual building frontage type, if applicable.)

- Anonymous
2/25/2021 06:26 AM

Are we building a second Downtown with the same failures.
- Anonymous
3/09/2021 05:49 PM

.
- Anonymous
3/09/2021 06:04 PM

No more smoke shops.
- Anonymous
3/09/2021 06:05 PM

Keep it Iowa centric- not some European vision!
- Anonymous
3/09/2021 07:00 PM

Everything needs an update—inside and outside.
- Anonymous
3/09/2021 07:58 PM

See above - multi use buildings similar to those working well in downtown would be really practical.
- Anonymous
3/10/2021 05:32 AM

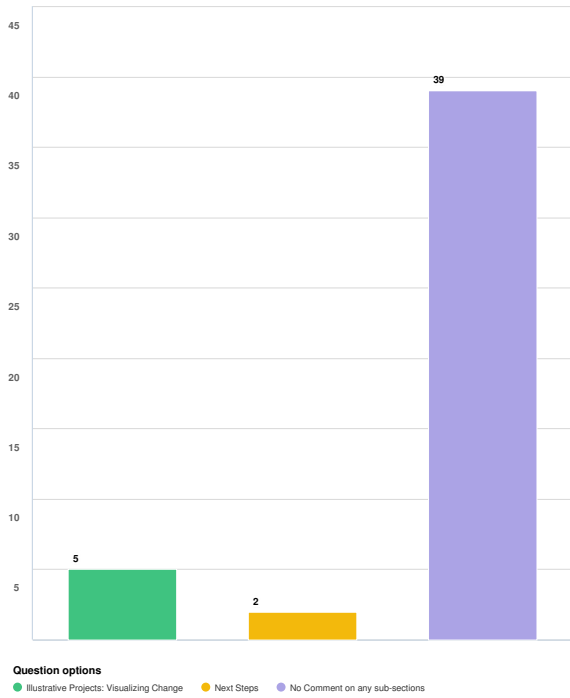
none
- Anonymous
3/10/2021 06:53 PM

remedied? Am less concerned with frontage than with keeping a diversity of businesses. Since the visioning we have added 2 liquor stores and a vaping store.

Mandatory Question (8 response(s))
Question type: Essay Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q13 Some of the sub-sections of THE VISION section of the College Hill Plan are listed below. Please select which sub-sections you'd like to comment on, if any.



Mandatory Question (44 response(s))
Question type: Checkbox Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

Q14 Leave us your comments or questions about any of the ILLUSTRATIVE PROJECT pages. (Please provide the project number or name with your response.)

- Anonymous (2/16/2021 04:48 PM): Trees are extremely important and necessary to replace our devastated canopy. I really approve of the redevelopment of 23rd St. between College and Olive.
- Anonymous (2/16/2021 07:38 PM): Beautiful. This is what we need.
- Anonymous (3/09/2021 07:00 PM): It would be nice to have an area that mimics downtown Cedar Falls without having to drive to downtown and having to find parking.
- Anonymous (3/09/2021 07:58 PM): loved these visuals! i am excited to see a change!

Optional question (4 response(s), 40 skipped)
Question type: Essay Question

Q15 Leave us your comments or questions about the NEXT STEPS section.

- Anonymous (3/10/2021 10:05 PM): I was not aware the survey would be referring back to the presentation, which is quite lengthy (not a bad thing). Many people are not aware of the Vision plan and truthfully it was hard to find the link to the survey. I will respond by email after taking another look at the presentation.

Optional question (1 response(s), 43 skipped)
Question type: Essay Question

Q16 If you wish to provide any additional comments or questions, please use the space below.

- Anonymous (2/16/2021 02:53 PM): I like parts of the vision. But please get realistic about this. AND - consider that the enrollment at UNI is not only way down now, but most likely will never get back to where it was in the fall of 2012 (i.e. over 13,000).
- Anonymous (2/16/2021 06:44 PM): I fully support this vision plan. Comprehensive and forward thinking. Thank you!
- Anonymous (2/22/2021 03:54 PM): I think the vision plan clearly describes exactly what we have been hearing in the public but also what was said in all of the public meetings. I am excited to see how this vision plan changes the hill over the long term. I hope that

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

- Anonymous (2/25/2021 05:50 AM): others in Cedar Falls will embrace this plan and be willing to take the steps to move it forward. Especially when it comes to changing the parking requirements close to campus to be able to execute the overall vision of enhancing the area.
- Anonymous (2/25/2021 06:26 AM): Maybe we should start by looking at the types of businesses that are on The Hill. We have Vap Shops, liquor stores, tattoo parlors, and bars. What part of this does the city see as progressive to the city. Nothing that is family friendly. We live around the area and there is currently nothing I would ride my bike to. Maybe if we got true leadership, increasing UNI student base would be a good start. Nothing in this plan addresses the real problem All the city seems to care about is density and a few developers. We don't need a grocery store. We had one before and it was not profitable. The sad part is as alumni, the complete failed leadership has led my three children to go elsewhere to college.
- Anonymous (3/09/2021 04:59 PM): Use the taxpayers monies wisely. Quit changing the rules for a few developers. There only in it for the money, not the neighborhood.
- Anonymous (3/09/2021 05:49 PM): More parking.
- Anonymous (3/09/2021 05:49 PM): .
- Anonymous (3/09/2021 07:00 PM): I think I've said enough.
- Anonymous (3/09/2021 07:58 PM): I love cedar falls, i love college hill. i graduated from UNI in 2001, i'm excited to see it become a more vibrant place to shop, get coffee to meet people & eat! appreciate all that you're doing!!
- Anonymous (3/10/2021 04:57 AM): Very comprehensive plan! Well done!
- Anonymous (3/10/2021 07:49 AM): I like the idea of a mini target or something similar so students have the ability to walk to a store to get more of their needs met rather than bars everywhere. All I see are bars and smoke shops.
- Anonymous (3/10/2021 10:33 AM): Thank you for considering my suggestions. I love Cedar Falls! and I would love for it to be the happiest, healthiest community in Iowa!
- Anonymous (3/10/2021 02:10 PM): The plan is nice but I think we are missing the mark. Development across our state is becoming very "cookie cutter", everyone is doing the same thing... Brick buildings with strategic architectural features so it fits in with the modern day trend. Why not be bold, do something unique that is going to stand out and attract more people to the area. College Hill has the potential to be a "mini-las vegas" if you will. Bright neon signs, outdoor speakers that play

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

- Anonymous (3/10/2021 06:53 PM): music; an attraction that people would flock to just for the atmosphere/experience. There is potential to make College Hill so much more than a residential attraction, it could bring in visitors from all over which would have an enormous economic impact for our city. My point is, I think we could go bigger/more unique with the overall plan.
- Anonymous (3/10/2021 09:29 PM): I know concerns about cedar falls' race issues have been raised to city council and p&z. Each day our ability to be inclusive becomes more important. I know it is the 11th hour on these plans but I urge that we devise some way of intentionally including more diverse voices. Thank you.
- Anonymous (3/10/2021 09:29 PM): Missing middle-housing is very important. It would be nice, as the Hill is zoned, to step back the housing size from the center as it moves into blocks of single family housing. I don't mind some mixture, either, but not cheap, boxy vinyl-sided structures that ruin the value and character of the neighborhood.
- Anonymous (3/10/2021 10:05 PM): this is a good start... long way to go...

Optional question (16 response(s), 28 skipped)
Question type: Essay Question



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: October 9, 2023
SUBJECT: Network Switch Replacement – Second Order

As you may recall, in June we requested the approval for expenditure of funds for network equipment that was nearing the end of vulnerability updates. Two of the items had longer lead times so we wanted to place the order to ensure they would be in place near the end-of-life date. To complete the network refresh, an additional 6 switches will be needed. These items have a shorter lead time and if placed soon can be installed when the other switches arrive. The costs along with the items ordered in June were included in the 2024 CIP budget. Our purchasing policy states we do not pay for items until they are received so entire expenditure will be in Fiscal Year 2024.

At this time, we are requesting the approval of expenditure for the additional switches. We put a bid out to five vendors for the additional switches. Below are the responses we received.

Vendor	Cost	Notes
IP Pathways	\$92,223.00	<ul style="list-style-type: none"> Included all power supply and fans requested
CDW-G	\$67,441.00	<ul style="list-style-type: none"> State of Iowa contract Cisco NVP price Support was M-F 8-5, next business day replacement.
Heartland Business Systems	\$85,482.44	<ul style="list-style-type: none"> Support was M-F 8-5, next calendar day.
IT Savvy	\$68,976.00	<ul style="list-style-type: none"> Support was M-F 8-5, next business day replacement.
ACS	\$85,701.28	<ul style="list-style-type: none"> Support was M-F 8-5, next business day replacement.

Based on the solutions provided by the above vendors we recommend CDW-G. This bid included all the items requested for power and cabling supplies, and utilized the State of Iowa Cisco Contract to ensure they were the lowest cost vendor.

If you have any questions or concerns regarding this purchase, please feel free to contact me at 268-5111.

Julie Sorensen
 Manager of Information Systems



FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Public Records Division

TO: Honorable Mayor Green and City Council
FROM: Marcie Breitbach, Parking & Administrative Supervisor *MDB*
DATE: October 9, 2023
SUBJECT: RFP Downtown Parking Feasibility Study - Potential Parking Facility

In goal setting, the City Council identified a detailed objective within FY23-FY28 Capital Improvements Program on CIP Number 35. A budget of \$100,000 for a downtown parking study was listed to start the project by conducting a feasibility study to identify the need for a downtown parking ramp, pricing structure for paid parking, and options and costs of parking ramps. The construction of a downtown parking ramp would be a later step.

City staff recently formed a committee to compile and post a Request for Proposal to receive submissions to conduct a Downtown Parking Feasibility Study – Potential Parking Facility of the downtown area. The committee received and reviewed three proposals. After conducting virtual interviews, the committee selected Fishbeck as the consultant to complete the Downtown Parking Feasibility Study – Potential Parking Facility.

The study will include a project kickoff, current conditions assessment, public outreach and workshop during a planned site visit, parking adequacy and needs assessment, initial findings review, parking facility site feasibility, parking rate strategy, recommendations and report, and additional dates for parking occupancy data collection.

The Fishbeck quote is \$39,343 and they would like to get started as soon as possible, therefore we recommend approval of the attached agreement with Fishbeck.

Please feel free to contact City Clerk Jacque Danielsen or myself with any questions. Thank you.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
PARKING FEASIBILITY STUDY – POTENTIAL PARKING FACILITY

This Agreement is by and between Fishbeck ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end as estimated in proposed schedule referenced in Exhibit "A" Scope of Work unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Marcie Breitbach

Title: Administrative/Parking Supervisor

Address: 220 Clay Street

Cedar Falls, IA 50613

Telephone: 319-268-5168

Email: Marcie.Breitbach@cedarfalls.com

Contractor:

Name: Joshua Rozeboom, PE

Title: Vice President / Project Manager

Address: 4775 Campus Drive

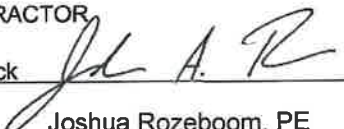
Kalamazoo, MI 49008

Telephone: 269-544-6940

Email: jrozeboom@fishbeck.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Fishbeck  _____

By: Joshua Rozeboom, PE

Its: Vice President

Date: October 3, 2023

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Scope of Work

Approach

Parking and mobility trends continually evolve. We no longer need a place to tie up our horse, but we do need charging stations to keep our electric vehicles moving. Proactive communities work to identify and adjust to meet the changing needs of their citizens and visitors. Cedar Falls seeks to find solutions to solve today's parking issues, but also to plan for future parking and transportation needs. The proposed Downtown Parking Feasibility Study - Potential Parking Facility, will help the City determine if a new parking facility is warranted, where it would be located, and what type of downtown parking fee structure would help support the financial requirements of the project.

Building on the data efforts of the 2018 parking study, we will use the GIS parking data Cedar Falls has collected over the past several years to assist with the parking demand analysis. The goal of the GIS platform and regular vehicle occupancy counts was to build data sets to assist in determining if, when, and where a new parking facility may be needed in the future. Cedar Falls is now facing the decision of whether a new parking facility is the right step in the continued development of downtown. If additional parking is needed, we will assist Cedar Falls in identifying locations to best support structured parking or additional parking lots. The first two steps of the process lead into developing a parking fee and rate strategy to support downtown parking needs, development opportunities and administrative success.

The Fishbeck team specializes in assessing the parking and transportation situations in medium-sized and growing cities. While growth is important, maintaining the character of Cedar Falls is vital to the continued vibrancy and success of downtown. Fishbeck's proposed **Project Manager, Jon Forster, assisted with the 2018 downtown parking study and is familiar with Cedar Falls and the dynamics that have grown downtown.** The final report will present recommendations specific to Cedar Falls that embody the people and places that make downtown special.

Fishbeck will provide recommendations on parking demand, potential parking facilities, and a parking fee strategy that will affect livability, economic development, and promote a high quality of life community. Our team has parking operational experience, multiple project implementations, and a strong understanding of how policy affects residents and visitors' daily lives. We understand that parking is about so much more than cars, it is about people participating in their community.



Detailed Work Plan

Task 1 – Project Kickoff

1. Conduct a kickoff meeting with City administration and invited stakeholders. Fishbeck will lead the meeting and use the information collected throughout the study process.
1. The first project goal is to understand and clearly define the purpose and objectives of this study. The clear identification of goals drives the remainder of the study process. With the entire project team understanding desired outcomes, time and energy can be focused appropriately.
2. Review existing data and previous planning projects and reports such as:
 - Recent City planning documents.
 - Current parking inventory and occupancy data (GIS format).
 - Historical financial data for the parking system including revenues and expenses for the past five years.
 - Current parking-related codes, zoning requirements, and development standards.
3. Project management throughout the study including biweekly update calls and all project coordination.



Task 2 – Current Conditions Assessment

Existing Parking Occupancy and Data Collection

Fishbeck will review the existing parking inventory and occupancy information collected by the City. If the data is sufficient to evaluate parking demand and make informed decisions, we will conduct spot checks of parking occupancy to confirm assumptions. If the data is not representative of current conditions, we will conduct thorough parking occupancy counts to determine the current parking demand.

1. Review existing parking inventory from the City. Inventory will include location, hours of operation, user group allocation, and other policies.
2. Review historic parking occupancy data.
3. Conduct a multi-day site visit to Cedar Falls.
 - Conduct kickoff meeting with staff and stakeholders.
 - Observe downtown parking and spot checks of parking occupancy.
 - (If Needed Service) Parking occupancy counts via GIS.
 - We will conduct occupancy data collection via GIS to confirm public parking occupancy levels.
 - Data collection will occur from 10 am to 8 pm on one or two dates as agreed upon by the Downtown Parking Study Project Committee.
 - Parking occupancy counts will be gathered every two hours for the public lots and on-street parking within the study area.
 - Private, off-street parking will be observed to understand the potential impact on public parking if those areas were developed.
4. Provide a summary of parking usage characteristics, occupancy, and operational activity. The summary will provide a clear understanding of how the public utilizes parking assets and the opportunities to improve access and the customer experience.
5. The occupancy and utilization information will be documented in graphic form to include “heat maps” that visually illustrate parking occupancies in aerial map form.
6. Review existing parking payment systems, enforcement applications, and related technologies to assess the usefulness of existing equipment and processes if new fee and rate strategies are implemented.
7. We will review existing websites, maps, brochures, and wayfinding signage as it relates to parking and recommend necessary changes if a new parking facility and new rate strategies are implemented.

Task 3 – Public Outreach

While public outreach is not a significant aspect of this project, communicating effectively will help build consensus and acceptance of final recommendations. Fishbeck will conduct the following outreach and communication strategies.

1. Coordinate with a Downtown Parking Study Project Committee. Consisting primarily of City staff and stakeholders, this small group will work directly with the Fishbeck team to ensure tasks are completed fully and on schedule. The Fishbeck team will meet or talk regularly to review products and progress and suggest changes to the approach as conditions might dictate.
2. Conduct onsite key stakeholder interviews with 6 to 10 individuals/organizations who may have particular insights or a level of investment in the study area that warrants more direct interaction with the Fishbeck team. Interviews will be in a one-on-one format allowing participants to provide a candid assessment of conditions and challenges. While not exhaustive, the following list represents the types of stakeholder groups we would expect to involve in this project.
 - Elected officials.
 - City staff.
 - Community Main Street representatives.
 - Downtown business and property owners.
 - Local institutional and organizational leaders.
 - Representatives of major downtown employers.
 - Others as identified by the City.
3. (Optional Service) A public workshop open to the community to allow attendees to share their ideas within a structured and informed setting. The Fishbeck team will be responsible for providing meeting content and materials including presentation boards, PowerPoint presentations, base maps, etc.



Task 4 – Parking Adequacy and Needs Assessment

1. Develop estimates of future parking sufficiency based on current capacity, projected land uses, and application of parking demand ratios. Sufficiency estimates will include modeling to account for shared parking opportunities as they are available throughout the study area.
2. Review specific pipeline projects to determine parking needs and the impact of projects on the overall parking situation downtown.
3. Consider how zoning requirements within the study area may impact current and future parking demand.
4. Consideration of long-term land use that would allow for build out of commercial space and parking to increase future flexibility and options.
5. We will compare the projected future parking demand against the existing supply of spaces to determine parking adequacy.
6. Quantify the number of parking spaces that may be required in sub-areas to meet projected future parking demand.
7. If it is determined additional parking facilities are necessary, we will review and provide recommendations for potential locations.



Task 5 – Initial Findings Review

1. Upon completion of our observations, data gathering, and public outreach efforts, we will submit an initial finding review.

- Parking occupancy levels.
 - Projected future parking demand.
 - Need for additional parking facilities.
 - Potential parking facility locations.
2. Conduct in person meeting with Project Steering Committee to review findings.
 3. Develop goals for paid parking across downtown. Goals may include:
 - High quality customer experience.
 - Meeting financial requirements of the parking system.
 - Operations
 - Debt
 - Maintenance
 - Adequate cash reserves
 - Planning for future capital expenditures.
 - Managing downtown parking supply and occupancy.



Task 6 – Parking Facility Site Feasibility

1. Identify areas where additional parking is needed to support development and high activity sub-areas.
2. Review location opportunities for additional parking.
 - Dimensions to support efficient parking layout.
 - Vehicle entry/exit locations.
 - Potential number of spaces given site dimensions and zoning requirements.
3. Create estimates of potential facility cost on a cost per square foot and cost per space basis.
 - Land acquisition
 - Design and engineering services
 - Construction costs
 - Contingency
4. Develop estimated operating expenses.
 - Debt service
 - Staffing
 - Utilities
 - Housekeeping
 - Administration
 - Capital maintenance
5. Assist with identifying potential funding sources including grants, Iowa Economic Development Authority programs, brownfield opportunities, parking revenue, and other potential options.
6. Sketches of parking layout (striping plans) for parking facilities (lots or structured parking) at up to three chosen locations. Sketches will show potential parking layout, entry/exit locations, and other relevant design features.

Task 7 – Parking Rate Strategy

Develop a parking rate strategy for downtown parking considering on-street parking, off-street parking, and enforcement fines.

1. Define priorities for the parking system. The goals identified in the initial findings review will serve as a guideline.
2. Identify user groups and community parking needs. Each parking user group (on-street, off-street, permit, etc.) have different needs, and a different approach to choosing their parking products.

- Permits for those parking downtown regularly.
 - Daily parking.
 - Residential parking.
 - Deliveries and other quick access needs.
 - Relationship between on-street parking and off-street parking and how rates can impact parking demand and occupancy.
3. Create a comparative cities analysis with four other Iowa municipalities to understand how rates and policies are utilized. The comparison will not only consider the rate amounts, but how rate policy is used to accomplish parking goals in each community.
 4. Develop rate strategies that meet the defined goals and also contribute to a good customer experience.
 5. Determine if rates should be monolithic across downtown or vary to meet the specific occupancy demands in various sub-areas.
 6. Provide recommendations on technology needed to implement paid parking. Hardware, online applications, mobile payments, and enforcement requirements will be considered. The City has used parking payment technology in the past. We will review the systems to determine if updated or different technology is warranted for paid parking across downtown.
 7. Identify management structure, operational efficiency, and customer experience recommendations that would maximize the use of the system for both the users and administrators.

Task 8 – Recommendations and Report

1. Prepare a summary report of findings and recommendations for review by the City before finalizing. This will include a 95% status virtual meeting to discuss recommendations prior to finalizing.
2. Public presentation to City Council, stakeholders, and the public. The presentation can be given in a public forum if chosen by the City.
3. Project final report – The Fishbeck team will develop a final report designed to give a clear understanding of the data collection and analysis, conclusions and recommendations, potential costs and location of parking facilities, and a detailed analysis of parking rates for the entire downtown area.

Deliverables

The project final report will focus heavily on graphics and other visual means to communicate current conditions and recommendations. The report will include an executive summary, review of stakeholder meetings, GIS files, and all collected data, recommendations, sketches, and the public presentation. The following items will present the City an accurate view of the current conditions and the recommendations for future parking needs. Deliverables include:

- Multi-day onsite visit by the Fishbeck project team to include:
 - Onsite kickoff meeting with Downtown Parking Study Project Committee.
 - Observations and spot checks of downtown parking usage patterns.
 - Stakeholder interviews onsite.
 - GIS data collection of parking inventory and vehicle occupancy counts (depending on current data).
- Charts showing downtown parking supply and demand.
- GIS files of all parking assets and parking demand during the identified collection times.
- Initial findings review – The goal of the meeting is to ensure the Fishbeck team and the City have the same understanding of findings and are working together to develop solutions. Data collection and parking needs analysis will be the focus of discussion along with developing goals of a paid parking system.
- Biweekly update calls with the project team.
- 95% status review prior to finalizing recommendations, noting specific attention regarding on-street parking fee structure, hours and regulations.
- Public presentation to City Council.
- Project final report – including all GIS files and other documentation.

Proposed Schedule

TASK	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	May 2024
Task 1 - Project Kickoff	■ ■ ■ ■ ■							
Task 2 - Current Conditions Assessment	■ ■ ■ ■ ■							
Task 3 - Public Outreach	■							
Task 4 - Parking Adequacy and Needs Assessment		■ ■ ■ ■ ■						
Task 5 - Initial Findings Review			■ ■ ■ ■ ■					
Task 6 - Parking Facility Site Feasibility				■ ■ ■ ■ ■				
Task 7 - Parking Rate Strategy				■ ■ ■ ■ ■	■ ■ ■ ■ ■			
Task 8 - Presentation to Cedar Falls City Council						■ ■ ■ ■ ■		
- Recommendations and Report							■ ■ ■ ■ ■	

* Onsite meetings and presentations.

- Fishbeck has reviewed the Proposed Project Timeline in the RFP. We understand the project will commence in early October, with a presentation to City Council in March 2024, and a final report to follow by June.
- We have designed our work process to meet the Proposed Timeline. The Initial findings review in early 2024 will provide guidance to conduct the site feasibility and rate study components.
- The presentation in March will inform City Council of the findings and gather their input. The final report will be compiled and submitted to the City by June 2024.

Project Team

Fishbeck realizes the importance of assigning the right team to each project. We assemble teams of professionals appropriately qualified to work together to make certain the specific and unique needs of your projects are properly understood and satisfied. Our firm's capacity allows us to ensure your project will receive the necessary technical support staff to meet project specific schedules and deadlines. Our staff is made up of highly talented, motivated, and energetic people who challenge themselves to rethink their methods and roles, and bring their ingenuity to the problems they solve and the work they do.

Fishbeck values a collaborative approach – we know from experience the exceptional results that can be achieved from a team of committed and talented professionals. We have selected a skilled team to support the City of Cedar Falls with anything that may present itself during the project. Our ability to commit our project manager and other key staff is crucial to your project's success. It encourages clarity of communications among the entire team and helps ensure a project that meets the intended goals. We have added Lockard Realty to our team to assist with land acquisition and site selection. They are a downtown Cedar Falls business and can assist as needed with property value questions.

Jon Forster has led parking studies across the U.S. and he values communication as a strong foundational element of a successful project. The development of a project communication plan from the beginning will ensure the City knows the status of the project and is not left wondering what is going on. Policy decisions and recommendations will not simply arrive in an email inbox one day. Deliberate communication throughout the process will assure a parking study tailored to the needs of Cedar Falls.

Primary Contact/Project Manager

Jon Forster, CAPP, Project Manager/Parking Planner
Fishbeck | 1515 Arboretum Drive SE, Grand Rapids, MI 49546
616.330.5233 | jforster@fishbeck.com

Subconsultant

Lockard Realty
301 Washington Street, Cedar Falls, IA 50613
319.277.8000 | www.lockardrealty.com

CITY OF CEDAR FALLS



Project Manager/ Parking Needs Assessment

Jon Forster, CAPP



GIS/Data Collection

Caryn Ashbay, GISP



Site Feasibility

Josh Rozeboom, PE





YEARS OF PARKING EXPERIENCE

2 years — Fishbeck
28 years — total

EDUCATION

MA in Education,
Concordia University

BS in Management,
Purdue University

REGISTRATIONS/ CERTIFICATIONS

Certified Administrator
of Public Parking (IPMI)

MEMBERSHIPS

International Parking
and Mobility Institute (IPMI)

JON FORSTER, CAPP

PROJECT MANAGER/PARKING NEEDS ASSESSMENT

Jon has hands-on knowledge of parking operations, curbside management, strategic planning, and managing dynamic change. His experience includes multi-facility parking operations, parking enforcement and adjudication, supply and demand analysis, technology, customer service, strategic asset planning, and project management. As a parking and mobility planner, Jon has assisted municipalities, higher education, and healthcare clients on numerous projects.

CITY OF BERKLEY, MICHIGAN PARKING STUDY AND STRATEGIC PLAN

As Berkley evolved over the years, parking policy and zoning needed an update. Fishbeck helped develop a parking strategic plan to help staff manage the changing dynamics of parking along the commercial corridors. Using stakeholder feedback, a public input process and updated zoning requirements, a parking strategic plan was put into place to minimize overbuilding of parking, bring more public parking online, and encourage redevelopment of commercial property. The final results protected the neighborhoods, improved the site plan approval process, and built on Berkley's highly walkable and friendly corridors.

CITY OF FERNDALE, MICHIGAN RATE STUDY AND OPERATIONS PRO-FORMA

Assisted the City in developing a financial projection for the entire parking system, which included the new mixed-use parking structure that was being designed and constructed. The rate study included expanded parking hours, new parking meters, and operational implications of the new parking structure. The rate study helped the City plan for debt service, operational costs, and customer service enhancements for the downtown parking system.

CITY OF HUDSON, NEW YORK PARKING IMPROVEMENT FEASIBILITY STUDY

Booming redevelopment is causing a shortage of parking for residents and staff in historic downtown Hudson. Fishbeck collected occupancy data, reviewed policy and organizational structure, and estimated parking demand for several new projects. The strategic plan included parking expansion options, organizational re-structuring, rate adjustments, and collaborative teaming with public and private organizations across the region. The plan will guide Hudson's tremendous growth and provide the framework for effective parking administration.

CITY OF ST. CLAIR SHORES, MICHIGAN DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT PARKING STUDY

With a compact downtown, St. Clair Shores is a vibrant entertainment district. Already tight on parking, multiple redevelopment projects created concerns of a parking shortage. Fishbeck conducted GIS mapping of parking supply and multiple days of occupancy counts. Future parking demand modeling showed a deficit with little room to expand. The long-term parking plan included shared parking, reconfigured on-street parking, and improved layout and circulation. Recommended pedestrian movement, signage and streetscape improvements provide for increased mobility across downtown.

CITY OF EAU CLAIRE, WISCONSIN PARKING STUDY

Eau Claire has carefully taken care of their downtown as it has grown steadily over the past two decades to include a performing arts center, multi-family housing, and a corporate headquarters. New parking structures were built as older ones reached the end of their useful life. The most recent parking study update included GIS data collection across downtown and two other neighborhoods, demand analysis for a new convention center, review of on-street technology, and multiple public meetings to discuss the needs of the community.



CARYN ASHBAY, GISP

SENIOR GIS SPECIALIST

Caryn has experience in a variety of GIS applications including utility mapping, sanitary sewer, water, stormwater, and asset management. She designs, develops, implements, and manages geospatial data, databases, and applications. Caryn is proficient in cloud-based mapping and management utilizing ESRI's software suite; and she manages field operations utilizing ESRI mobile applications and external GNSS devices. At Fishbeck, Caryn manages ArcGIS Enterprise/Portal and ArcGIS Online environments, authors data services, publishes web maps and web applications for viewing and GIS editing purposes, serves as a subject matter expert for GIS data workflows and management of GIS data, writes GIS standard operating procedures and documents, and stays current with leading technologies, techniques, and approaches for implementing the best GIS solution.

YEARS OF EXPERIENCE

12 years — Fishbeck
22 years — total

EDUCATION

BS in Geographic Information Systems, Central Michigan University

REGISTRATIONS/ CERTIFICATIONS

Geographic Information Systems Professional – GIS Certification Institute

MEMBERSHIPS

Improving Michigan's Access to Geographic Information Networks (IMAGIN)

Michigan Communities and Association of Mapping Professionals (MiCAMP)

Geographic Information Systems Certification Institute

CITY OF ST. CLAIR SHORES, MICHIGAN

DDA PARKING STUDY

Utilizing Esri's public parking ArcGIS solution, created parking lot GIS features for the downtown area. Created parking lot car counts feature to be used in the field for data collection. Implemented web maps on ArcGIS Online for parking lot inventory and parking lot car counts. Created custom Esri Field Maps training documentation for field staff. Produced heat maps and parking infrastructure maps utilizing parking data collected in the field.

EAST GRAND RAPIDS PUBLIC SCHOOL DISTRICT | EAST GRAND RAPIDS, MICHIGAN

HIGH SCHOOL PARKING STUDY

Utilizing GIS formatted data, Fishbeck optimized pedestrian routes to the school campus. Pedestrian routes were utilized to develop a parking plan that incorporated pedestrian, bicycle, and drop-off locations for students. The final solutions will improve safety, access, and vehicle management for the busy campus located in the downtown commercial district.

CITY OF BERKLEY, MICHIGAN

PARKING STUDY AND STRATEGIC PLAN

As part of the parking study/strategic plan, GIS data tools were incorporated into the public engagement process. The community accessed online GIS maps to locate specific comments regarding parking and mobility concerns. The data was correlated for the City to directly address safety concerns and understand how parking resources were being used by the public. Easy to use GIS interfaces and targeted recommendations were key to successful input gathering.

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) M-66 AND US-12 | ST. JOSEPH COUNTY, MICHIGAN

This project encompassed the implementation of cutting-edge technology centered around the use of 360-degree photos to revolutionize mapping and assessment. On the northern portion, we utilized existing mapping data, streamlining processes and capitalizing on available resources. In the south, where no mapping data existed, accurate and comprehensive maps were created. The focus of the efforts lied in the inspection and condition assessment of sanitary and storm structures. Leveraging 3D/360-degree photos, a deep understanding of the infrastructures integrity was gained, enabling informed decisions and maintenance efforts priority. To further enhance assessments, inspections for storm sewers were televised, gathering valuable condition assessment data. The analysis of invert data played a crucial role in the project, facilitating connectivity and ensuring the smooth operation of the infrastructure network.

MACOMB TOWNSHIP, MICHIGAN CONSULTATION AS-NEEDED

Support Macomb Township IT department with ArcGIS Enterprise deployments and updates. Provide expert knowledge as-needed by client. Continually update utility and sidewalk GIS data with record drawing information. Manage portal user accounts, data organization, and accessibility for multiple departments at the Township.





JOSH ROZEBOOM, PE

VICE PRESIDENT | SITE FEASIBILITY

Josh serves as Fishbeck's Parking Department Head and is responsible for project oversight and QA/QC. He has extensive experience in parking planning design and restoration, including parking studies, site planning and feasibility, parking functional design, structural engineering, and project management. His experience encompasses all project phases for mixed-use, healthcare, higher education, airport, and municipal projects. His project roles include planner, parking designer, structural engineer, resident construction engineer, and project manager.

YEARS OF EXPERIENCE

2 years — Fishbeck
21 years — total

EDUCATION

BS in Civil Engineering,
Tri-State (Trine) University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer -
Michigan, Indiana, Iowa,
Kentucky, Minnesota, Ohio,
Oklahoma, Rhode Island,
Wisconsin

GBCI Parksmart Advisor

MEMBERSHIPS

National Parking Association,
Associate Member of
Parking Consultants Council

International Parking
& Mobility Institute

American Society
of Civil Engineers

American Concrete Institute,
Associate Member of ACI 362
Parking Structures Committee

Structural Engineers
Association of Michigan

Village of Schoolcraft,
Planning Commission

CITY OF HUDSON, NEW YORK

PARKING IMPROVEMENT FEASIBILITY STUDY

Conducted the study which analyzed the current conditions and created a framework for safer, more accessible parking throughout the City. The final plan recommendations considered Hudson's history and the specific needs of the City, as well as current demands and future parking and transportation considerations.

CITY OF GRAND RAPIDS, MICHIGAN

RYERSON LIBRARY PARKING FACILITY STUDY

Explored alternative options to a traditional parking structure for a surface lot adjacent to the historic downtown Ryerson Library. Prepared schematic designs for the development that included a parking structure and potential mixed-use components.

WEDGE LOT PARKING STRUCTURE STUDY

Study for a multi-purpose horizontal expansion of the Ottawa-Fulton parking structure with ground-floor retail, 180 parking spaces, and additional commercial or residential development on top of a parking ramp.

PUBLIC WORKS FACILITIES RELOCATION STUDY

Planning and feasibility study for parking structure and parking lot options at the Kent County Road Commission site as part of the City of Grand Rapids facilities relocation planning.

CUSTER LOT STUDY

Parking structure feasibility study that included mixed-use development and adaptive reuse.

PARKING LOT 6 STUDY

Parking feasibility study to review options for building additional parking on the City's existing parking lot. The study included the development of structured parking concepts, mechanical parking concepts, and opinion of probably cost.

VILLAGE OF ADA, MICHIGAN

PARKING STRUCTURE PLANNING AND STUDY

Mixed-use parking structure planning and feasibility study for a mixed-use development.

CITY OF JACKSON, MICHIGAN

PARKING STRUCTURE CONCEPT STUDY

Detailed parking structure concept study that included the assessment of parking demand generated by adjacent and future developments, development of multiple structured parking options, assessment of costs, and preparation of a schedule.

CITY OF YPSILANTI, MICHIGAN

DEPOT TOWN PARKING STRUCTURE FEASIBILITY STUDY

Studied the feasibility of a parking structure at two city-owned sites. The project scope included Phase I environmental assessment, boundary and topographical survey, geotechnical borings and preliminary recommendations, parking structure layouts, cost estimates, review of funding options, massing renderings, a traffic study, and a formal presentation of results.

Exhibit "B"



1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824 | fishbeck.com

September 29, 2023

Marcie Breitbach
Administrative and Parking Supervisor
Parking Enforcement
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

**Proposal for Professional Services
Downtown Parking Feasibility Study | Potential Parking Facility
Cedar Falls, IA**

Fishbeck is pleased to have been selected to work with the City of Cedar Falls on the parking study project. Our project approach, workplan, schedule, and team for the project were presented in our proposal submitted on August 18, 2023, and are appended. This proposal summarizes optional services requested by the City and our proposed professional service fees.

Optional Services

We understand that the City would like to pursue the following optional services.

1. Additional parking occupancy data collection, beyond spot checking the City's existing parking data. Parking occupancy data will be gathered for one weekday and one weekend day.
2. A public workshop that will be open to the community during one of our study visits. This is in addition to our public presentation of study findings and recommendations that will occur at the end of the project.
3. An allowance has been added for Lockhard Realty to provide on-call services for land acquisition cost estimating requested in the RFP.

Professional Services Fees

We propose to provide our consulting services on a lump sum basis, inclusive of travel and customary expenses, with the exception of the land acquisition cost estimating that will be provided on an hourly not to exceed (HNTE) basis. Fees for services requested have been provided for each task in the table below.

Task 1 – Project Kickoff	\$	4,829	
Task 2 – Current Conditions Assessment	\$	3,406	
Task 2a – Additional Parking Occupancy Counts	\$	5,492	
Task 3 – Public Outreach	\$	2,492	
Task 3a – Optional Public Workshop	\$	2,500	
Task 4 – Parking Adequacy and Needs Assessment	\$	4,070	
Task 5 – Initial Findings Review	\$	3,776	
Task 6 – Parking Facility Site Feasibility	\$	3,986	
Task 7 – Parking Rate Strategy	\$	3,568	
Task 8 – Recommendations and Report	\$	5,224	<i>439,343</i>
<u>Land Acquisition Cost Estimating Allowance (Lockard Realty)</u>	\$	<u>2,000</u>	<i>(contingent)</i>
Contract Total	\$	41,343	

Marcie Breitbach
September 29, 2023

Fishbeck | Page 2

If you have any questions or require additional information, please contact me at 269.615.1132 or jforster@fishbeck.com.

Sincerely,



Jon Foster, CAPP
Project Manager – Parking and Restoration



Joshua A. Rozeboom, PE
Vice President – Parking and Restoration

By email
Attachments

Exhibit "C"

FISHTHO-01

JLAFOND



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2023

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

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

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids, MI 49546	CONTACT NAME: PHONE (A/C, No, Ext): (616) 575-2369	FAX (A/C, No): (616) 942-1118
	E-MAIL ADDRESS: info@insuredwithcollins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Ins Co		24147
INSURED Fishbeck, Thompson, Carr & Huber Inc DBA Fishbeck 1515 Arboretum Dr SE Grand Rapids, MI 49546	INSURER B : Continental Casualty Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY317013 23	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB317014 23	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	7034241134	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MWC317012 23	2/1/2023	2/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Cedar Falls, Iowa, its elected and appointed officials, employees, and agents working on behalf of the City of Cedar Falls, Iowa are included as Additional Insured with respects to General Liability, Automobile Liability and Excess Liability as required by contract or written agreement on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Additional Insured is included for General Liability, Automobile Liability, Workers Compensation and Excess Liability as required by contract or written agreement. Excess Liability is written on a follow form basis. 30 days notice of cancellation.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FISHTHO-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2023

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com	
INSURED Fishbeck , Thompson, Carr, & Huber, Inc. Db a Fishbeck 1515 Arboretum Drive SE Grand Rapids, MI 49546	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Continental Insurance Company A(XV) 35289	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab.		AEH254038073	10/31/2022	2/1/2024	Per Claim Limit 5,000,000
A			AEH254038073	10/31/2022	2/1/2024	Annual Agg. Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with policy terms and conditions.

Evidence of Insurance

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Gared Maxwell</i>
--	--

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "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 such "insured".

PCA 048 09 19

Page 1 of 1

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: **MWC 317012 23****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 anyone not named in the Schedule.

SCHEDULE

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

DATE OF ISSUE: **02-23-23**

U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 10/06/23 forms a part of Policy No. MWZY 317013 23

Policy effective date: 02/01/23 Expiration date: 02/01/24

Issued to:

Fishbeck, Thompson, Carr & Huber Inc.

by **OLD REPUBLIC INSURANCE COMPANY**

It is hereby understood and agreed that the State of Iowa is added to the policy and following form is added and attached on behalf of City of Cedar Falls:

PIL 057 05 22 - IOWA NONWAIVER OF GOVERNMENTAL IMMUNITY ENDORSEMENT

Endorsement # 20

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Thomas A. Dave

Secretary

Craig R. Smiddy

President

Countersigned at Brookfield, WI this 9th day of October 20 23

Craig R. Smiddy

Authorized Representative

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA NONWAIVER OF GOVERNMENTAL IMMUNITY ENDORSEMENT

SCHEDULE

Municipality:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the above Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the municipality shown in the above Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The municipality shown in the above Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the above Schedule.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the above Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality shown in the above Schedule.
5. No Other Change In Policy. The insurance carrier and the municipality shown in the above Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green, City Council Members
From: Craig Berte, Public Safety Director *CRB*
Date: September 26, 2023
Re: Iowa Governor's Traffic Safety Bureau Grant

The Iowa Governor's Traffic Safety Bureau (GTSB) provides funding for local law enforcement agencies for traffic enforcement, equipment and training on an annual basis. The purpose of the grant is to provide emphasis on impaired driving and other traffic violations. This grant request will provide the City \$9,000 of which \$8,000 will be for direct overtime for traffic enforcement and \$1000 for training. A copy of the grant is attached.

This grant is similar to past GTSB agreements we have received and I recommend approval of this grant. Thank you for your consideration.

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 402-PT-2024, Task 05-40-13
PAP 402-AL-2024, Task 02-40-13

PROJECT TITLE: Cedar Falls PD-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT SUBRECIPIENT: Cedar Falls Police Department

PROJECT BUDGET: Highway Safety Funded Amount: \$9,000.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402

Submit Reimbursement Claims To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Cedar Falls Police Department
220 Clay Street
Cedar Falls, Iowa 50613

Submit Reports To:

Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6124, FAX 515-725-6133

Transmit Contract Information To:

Captain Jeff Harrenstein
Cedar Falls Police Department
4600 S Main St
Cedar Falls, Iowa 50613
319-268-5116, FAX 319-273-8619

The Subrecipient agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2024 Highway Safety Plan, State and Community Highway Safety Grant 402-PT-2024, Task 05-40-13 and 402-AL-2024, Task 02-40-13, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

SUBRECIPIENT:

By _____ Date: _____

ISSUING AGENCY:

By  _____ Date: 09/01/2023

Brett A. Tjepkes, Bureau Chief

Effective Date: 10/01/23 Expiration Date: 09/30/24

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

- 1) Recipient: Cedar Falls Police Department
- 2) UEI: MD7YWMTEEAT6
- 3) FAIN: 69A37522300004020IA0
- 4) Federal Award Date: 12/15/2021
- 5) Period of Performance: 10/1/23-9/30/24
- 6) Federal Funds: 9,000.00
- 7) Total Funds Obligated: 9,000.00
- 8) Total Amount of Federal Award: 9,000.00
- 9) Approved Budget: Refer to the signed agreement/award
- 10) Recipient Match Requirement: None
- 11) State Match Requirement: Iowa State Patrol
- 12) Description: High Visibility Enforcement OT (Gen/Alc)
- 13) Federal Awarding Agency: National Highway Traffic Safety Administration
- 14) CFDA: 20.600 - State & Community Highway Safety Grants
- 15) Research and Development Funds: No
- 16) Indirect Cost Rate: Not applicable

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Cedar Falls Police Department (hereinafter referred to as Subrecipient).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Subrecipient has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Subrecipient will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Cedar Falls, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Subrecipient will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Subrecipient with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2024.

- 4.2 A cumulative final report due November 1, 2024 covering accomplishments and deficiencies of the Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Subrecipient.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contract Designee, Chief Mark Howard, is designated to approve in writing, on behalf of the Subrecipient, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Subrecipient hereby assigns the duties and responsibilities of project administration to Captain Jeff Harrenstein and Paul Kockler, representing the Subrecipient in this agreement.

Article 7.0 Time of Performance. The services of the Subrecipient will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Subrecipient will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a subrecipient purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Subrecipient certifies that the Subrecipient and/or any of its contractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Subrecipient will immediately notify the DPS/GTSB if the Subrecipient is debarred by the State or

placed on the Consolidated List of Debarred, Suspended and Ineligible Subrecipients by a federal entity.

a. *Instructions for Primary Certification*

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- b. *Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*
- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
- c. *Instructions for Lower Tier Certification*
- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 4) The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as

used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes in accordance with 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest

upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.

- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Subrecipients shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Subrecipient must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the Subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1300.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

- 9.6 Nondiscrimination. The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subrecipient:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the Subrecipient/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a Subrecipient/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient/funding recipient under the contract/agreement until the Subrecipient/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Subrecipients to purchase only steel, iron and manufactured products produced in the United States with Federal Funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Subrecipient may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Subrecipient by the DPS/GTSB for any item of work or service

will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Subrecipient by the DPS/GTSB for all work and services required under this Contract will not exceed \$9,000.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Subrecipient will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Subrecipient must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Subrecipient shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Subrecipient under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Subrecipient will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Subrecipient or its contractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its contractor under the provisions of this contract. The Subrecipient and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Subrecipient will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Subrecipient receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Subrecipient will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Subrecipient will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Subrecipient will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Subrecipient's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Officers to conduct 40 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Officers to conduct 100 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
- a. Conduct 40 overtime hours of planned general (402-PT funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 100 overtime hours of planned impaired driving (402-AL funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.

- e. Conduct two observational occupant protection surveys; one in May and one in September.
- f. Participate in traffic safety training with prior DFS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

11.9 Key dates:

- a. By November 15, 2023 and the 15th of each subsequent month through October 15, 2024, submit a monthly report as specified in Article 4.5.
- b. By August 1, 2024, submit claim for expenses incurred prior to July 1, 2024.
- c. By August 1, 2024, submit any and all contract amendments including the transfer of funds between line items of the budget.
- d. By November 1, 2024, submit a final report as specified in Article 4.2.
- e. By November 15, 2024, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 40 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 100 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. At least one officer attended DPS/GTSB approved training and a trip report submitted if travel out-of-state.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402-PT);	\$ 2,000.00
Directed overtime for impaired enforcement (402-AL)	\$ 6,000.00
Training-related travel (402-PT)	<u>\$ 1,000.00</u>
TOTAL	\$ 9,000.00

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: October 3, 2023
SUBJECT: Iowa Welcome Center Partner Agreement

The Iowa Economic Development Authority recently opened applications for entities to become an Iowa Welcome Center partner location. The Cedar Falls Tourism & Visitors Bureau applied for this designation for the Cedar Falls Visitor Center, which met all criteria for welcoming visitors, and was approved.

If the City of Cedar Falls approves the contract, IEDA will provide Iowa DOT official signage, technical assistance, and promotion through Iowa tourism publications. There may also be grant funding to assist with visitor center updates.

Staff recommends approval.

CC: Stephanie Sheetz, Community Development Director

Iowa Welcome Center Operations Agreement with the Iowa Economic Development Authority

This Agreement is made as of the date of execution between the Iowa Economic Development Authority ("IEDA") and the Cedar Falls Tourism and Visitors Center on behalf of the City of Cedar Falls, Iowa ("Contractor") for the purpose of continuing the Welcome Center Program ("Program") in Iowa.

WHEREAS, the IEDA is responsible for promoting tourism in Iowa, encouraging travelers to spend more time in the state, and implementing the Program to distribute tourism information and provide assistance that encourages travelers to stay longer while in Iowa.

WHEREAS, the Cedar Falls Tourism and Visitors Center Welcome Center has successfully been established and desires to remain in the Program;

NOW, THEREFORE, be it resolved that Cedar Falls Tourism and Visitors Center Welcome Center shall meet the following criteria in Section I to continue to participate in the Program.

Section I: Welcome Center Obligations

- 1) A purpose of the operating agency must be as a welcome center. This service can be in conjunction with an attraction, museum, chamber of commerce, etc. Contractor must provide hospitality and high quality, accurate, interesting information about travel in the state. Responsibilities include providing statewide attraction and facility information to the public, maintaining adequate supplies of promotional literature, and having a working knowledge of special events that will encourage a traveler to spend more time traveling in Iowa.
- 2) Contractor's welcome center must be open year-round but **may be closed** for major holidays including New Years Day, Easter, Thanksgiving, Day after Thanksgiving, Veteran's Day, Martin Luther King Day and Christmas. Contractor's welcome center must be open at least 30 hours per week. Contractor shall provide IEDA an annual schedule of hours and report any deviations from that schedule to IEDA as soon as possible.
- 3) Contractor shall ensure its building(s), walkways, grounds and restroom facilities comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) and have public restrooms located in or adjacent to the welcome center.
- 4) Contractor's welcome center shall provide sufficient parking in quantities to accommodate travelers during peak travel periods. At least one trash can must be available for use by travelers inside the welcome center.
- 5) Contractor's welcome center shall provide water to travelers as requested.
- 6) Contractor's welcome center shall have wireless internet service available for use by travelers.
- 7) Permanent brochure racks with promotional literature shall be accessible to the public and in a primary location which is visible upon entering the Contractor's welcome center. A minimum of 100 Iowa brochures representing statewide information shall be displayed.
- 8) Contractor's welcome center must maintain an accurate and up-to-date guest book to provide IEDA with a monthly count of travel parties and individuals utilizing the center. Guest books shall be retained for a minimum of three years and provided to IEDA upon request.
- 9) OPTIONAL Contractor's welcome center may participate in the Welcome Center Survey through interviews with every 46th travel party that signs the guest book. A minimum of 200 surveys must be submitted for the survey report annually.
- 10) Contractor's welcome center may be staffed by all volunteers or paid staff or any combination thereof.
- 11) Contractor shall maintain internet access for welcome center staff. Information shall be provided to travelers on an "as needed" basis. Contractor shall also maintain a computer to report visitation and requested information to IEDA and to facilitate e-mail communications.

Section II: IEDA Obligations

- 12) IEDA will coordinate with the Iowa Department of Transportation for official signage for the welcome centers.
- 13) Technical assistance visits by IEDA will be scheduled as needed.

14) IEDA will conduct webinars to provide updated information to Contractor’s welcome center staff, as needed. Each welcome center staff shall view webinars live or a recording.

15) Annual results of the welcome center survey will be provided by IEDA to all centers. Individual center information will be included in the report for those centers participating in the survey with a minimum of 200 completed surveys.

16) IEDA will provide tourism publications as supplies last for distribution at the welcome center.

17) Promotion of the welcome center system will be provided by IEDA through tourism publications. Promotions shall include, but not be limited to, information in travel guides published by IEDA and a photo at traveliowa.com.

Section III: The Parties hereto otherwise agree as follows:

18) The term of the Agreement shall be in effect through December 31, 2026.

19) Termination: This Agreement may be terminated in the following circumstances:

- a) as a result of the Contractor’s failure to comply with any of the terms of this Agreement.
- b) by either party, without cause, upon thirty (30) days written notice.

20) Non-Assignment: This contract may not be assigned without prior written consent from IEDA.

21) Notice of Default: IEDA shall issue a written notice of default providing therein a thirty (30) day period in which Contractor shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, IEDA may do one or more of the following:

- a) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies;
- b) terminate Contractor’s services without any additional written notice.

22) IEDA may amend this contract upon thirty (30) days written notice to Contractor.

IN WITNESS WHEREOF, the parties have executed this agreement.

Robert M. Green, Mayor

Deborah V. Durham, Director

City of Cedar Falls

Iowa Economic Development Authority

Date

Date

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert M Green and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: October 9, 2023
SUBJECT: Contract with Icon Poly for Panthers on Parade Mascot Fabrication

The Cedar Falls Tourism & Visitors Bureau is bringing Panthers on Parade, a community pride project featuring the University of Northern Iowa's TC mascot, to the Cedar Valley. The attached contract is for the fabrication of 25 six-foot tall fiberglass mascots. These mascots will be delivered to Cedar Falls, then embellished by local artists and displayed at various locations throughout the Cedar Falls area from May through October 2024. The project has engaged 25 local business sponsors to cover project expenses.

Staff recommends approving this agreement.

Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

City of Cedar Falls & Icon Poly / Panthers on Parade Mascot Fabrication

This Agreement is by and between M. M. & A. dba Icon Poly ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor as set forth in Exhibit "A".

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 end on December 31, 2024 unless earlier terminated under the terms of this Agreement.
- 5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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 agrees to warranty and repairs as set forth in Exhibit "A".

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

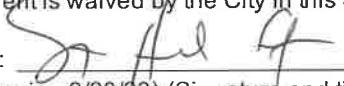
9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: , Director of Community Development (per Risk Management Committee discussion 9/20/23) (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.

The City will provide Contractor written approval from the University of Northern Iowa to use their mascot likeness.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Jennifer Pickar

Name: Daniele Vohland

Title: Tourism & Cultural Programs Manager

Title: Owner

Address: 6510 Hudson Rd

Address: 45880 Hwy 30

Cedar Falls, IA 50613

Gibbon, NE 68840

Telephone: 319-268-4266

Telephone: 308-468-9411

Email: jennifer.pickar@cedarfalls.com

Email: daniele@iconpolystudio.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

M. M. & A. dba Icon Poly

By: Daniele J. Vohland

Its: Controller

Date: 10/9/23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

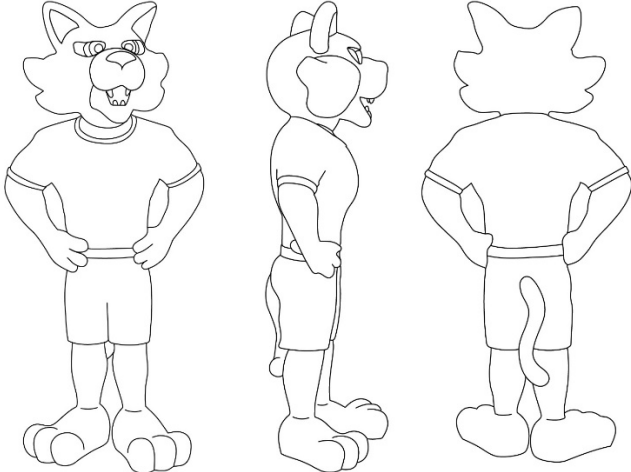
Date: _____

EXHIBIT A

1. City of Cedar Falls (City) agrees to the development and twenty-five University of Northern Iowa TC mascots at a size of 6' tall for a total of \$40,232. The development fee includes 3D files, original creation and negative impression mold.
2. Icon Poly (Contractor) will provide digital images of the original 3d files to the City. The City has the right to make changes to the original files prior to the original creation. The changes must be submitted to Contractor within 48 business hours after being sent to the City. Any delay in responding could delay the project.
3. Contractor will provide digital images of the original sculpture to the City. The City has the right to make changes to the original sculpture prior to the mold process. The changes must be submitted to Contractor within 48 business hours after being sent to the City. Any delay in responding could delay the project.
4. Contractor agrees to provide the mascots primed and ready for local artists to complete. Contractor will also provide mounting capabilities as per the agreed upon design.
5. In addition the City agrees to pay shipping charges FOB Gibbon, NE of \$1,048.05.
6. Repairs/Warranty: Contractor will provide a one year manufactures defect warranty. Any damage incurred during shipping will be handled with the freight broker. Any damage during install falls to the City. Contractor will assist in the repairs, but it may incur additional fees. If repairs are needed we ask for digital images of all sides, up close and from a distance. From that we determine if we can guide someone for the repairs or if we need to get it back to our shop or if our team can fix it on site. Repairs are handled on a per damaged basis.
7. Barring any vandalism and uncontrolled human contact the sculpture itself would have a lifespan exceeding 25 years.
8. The City has the option to purchase additional sculptures at a per piece cost of \$1,290. The prices quoted July 20, 2023 are valid for one year.
9. Proposed delivery dates are dependent on deposits. Any delay in deposit submittal could result in a delay of the final delivery date. An expected delivery date to the City is on or before February 1, 2024 with deposit by November 13, 2023.
10. Contractor terms are 50% within 5 days of execution of agreement at time of order, 50% plus shipping due at time of shipping. All payments must be submitted before the mascot ships.

Payment options are Wire, ACH, Credit Card or Check. Additional 4% fee is added to all credit card transactions. Contractor does not accept checks mailed by USPS, if mailing a check you must send it with a carrier that can provide tracking information.

11. Contractor will work to match this mascot look.




DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Thomas Weintraut, AICP, Planner III

DATE: October 16, 2023

SUBJECT: Extension of the Timeline to Complete the Hazard Mitigation Grant for Northern Cedar Falls Flood Buyout Program

As you may recall, in May 2019, the City submitted a notice of intent to the Iowa Department of Homeland Security Emergency Management (IDHSEM) for a Hazard Mitigation Grant to purchase 15 properties in the North Cedar Neighborhood.

In September 2022, the City entered into an amendment to the agreement reducing the City's matching portion of the grant from \$224,706 (15%) to \$0, a change resulting from the Federal Government assuming the City's cost.

In early November 2022, IHSEMD contacted the City to determine whether any of the property owners who had not shown interest in selling in 2021 might want to reconsider selling since the project will be completely funded by Federal and State agencies. There were two (2) property owners who responded with interest in selling. On December 19, 2022, the Council approved Resolution No. 23,012 authorizing an amendment to the subaward agreement with IDHSEM to purchase the additional properties and extend the grant until September 30, 2023.

Due to delays with the State review and approval of the change in scope, the City did not receive confirmation from IDHSEM to move forward with the purchases until August 10, 2023. IDHSEM recommended amending the agreement due to this delay and has suggested a fifth (5) amendment to the agreement extending the close-out date until June 27, 2024.

The Department of Community Development recommends that the City Council adopt a resolution approving a fifth amendment to the Grant Agreement and Administrative Plan for the Voluntary Property Acquisition Program funded under the Hazard Mitigation Grant Program to extend the grant through June 27, 2024. If you have any questions, please contact the Community Development Department.

xc: Karen Howard, AICP, Planning & Community Services Manager
 Stephanie Houk Sheetz, AICP, Director of Community Development
 Jennifer Rodenbeck, Director of Finance and Business Operations

Amendment Number Five

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management (HSEMD)

And

City of Cedar Falls

GRANT AGREEMENT NO: HMGP-DR-4557-0003

PROJECT TITLE: Cedar Falls – Property Acquisitions

PERFORMANCE PERIOD START DATE: 07/30/2021

PERFORMANCE PERIOD END DATE: 06/27/2024

This is Amendment Number Five to the above-referenced Subaward Agreement (AGREEMENT) between Iowa Department of Homeland Security and Emergency Management (HSEMD) and the City of Cedar Falls (SUBRECIPIENT). The original AGREEMENT was executed on 10/11/2021.

Page 4 of 12, III. Period of Performance, paragraph 1, of said AGREEMENT is amended to read:

The approved Period of Performance for this subaward is from *07/30/2021 through 06/27/2024*. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

All other paragraphs in said AGREEMENT remain unchanged.

IN WITNESS WHEREOF, HSEMD, the SUBRECIPIENT, and the AUTHORIZED REPRESENTATIVE have executed this AGREEMENT by the signatures of authorized persons of the entities and on the date indicated below:

Iowa Department of Homeland Security and
Emergency Management:

City of Cedar Falls:

Dennis Harper
Alternate GAR

Rob Green
Mayor

Date

Date

Authorized Representative (optional)

Date



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: October 2, 2023
SUBJECT: Refuse Equipment Purchase

Due to the ongoing supply chain issues, the City continues to experience delays with the availability of truck equipment and continues to fall further behind on the replacement of side load automated refuse collection apparatus. Requests for bids were recently sent out for a body and chassis with no bid on the chassis. According to industry professionals, these issues will not be corrected for 2-3 years.

The city does have an opportunity to purchase a complete unit which will be available in the next month. This unit is a prebuilt truck that does meet our body specifications. The chassis is a duty specific cab with right side steer.

Following is a cost summary of the equipment;

2023 Battle Motors chassis with 31 cubic yard New Way automated side loader

Elliott Equipment Company (Sourcewell Contract) \$358,900.00

To fund this truck, the City plans to cancel an existing order that was placed in 2021 and forego a planned FY25 purchase of a rear load truck. The total amount of those two transactions is \$443,033.00.

Based on the future availability of commercial chassis being completely unpredictable and the certainty of increased costs, it is the recommendation of Public Works to accept the quote from Elliott Equipment Company and approve a resolution authorizing the expenditure of funds in the amount of \$358,900.00 This expenditure will be fully funded with Refuse Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



PUBLIC WORKS DEPARTMENT

City of Cedar Falls
 501 E. 4th Street
 Cedar Falls, Iowa 50613
 319-273-8633

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Tyler Griffin, Water Reclamation Manager
DATE: October 5th, 2023
SUBJECT: Professional Services Agreement
 Water Reclamation Facility Upgrades
 Strand Associates, Inc.
 Project Number: TP-061-3322

Please see the attached Professional Services Agreement with Strand Associates, Inc. of Madison, Wisconsin for the Facilities Planning Services portion of the Water Reclamation Facility Upgrades project. Strand Associates, Inc. was one of three engineering firms to submit a Request for Proposal for this project and were chosen by the four-member review panel to provide these design services.

The Facilities Planning phase of the project will include a wastewater characterization study, current facility assessment, off-site facility visits, as well as numerous onsite workshops and public meetings. Ultimately, in the Spring of 2025, a Facilities Planning Report will be produced detailing which technologies are best suited for our unique wastewater treatment needs, providing a guide for the remainder of the design process. At that time, we will bring an amendment to this agreement back to City Council with further scope and cost estimates for the remainder of the project design.

The design portion of this project is programmed into the CIP over the next few years and will be paid for with Sewer Revenue Bonds and ARPA funds.

I am requesting your approval of this Professional Services Agreement with Strand Associates Inc. for an amount not to exceed \$450,000 for the Facilities Planning Services portion of the Water Reclamation Facility Upgrades Project.

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

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

Water Reclamation Facility Upgrades Cedar Falls, Iowa City Project Number: TP-061-3322

This Agreement is made and entered by and between Strand Associates, Inc.[®], 910 W. Wingra Drive, Madison, Wisconsin 53715, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost opinions as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT will be providing opinions of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any opinions, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of four hundred fifty thousand dollars (\$450,000). An approximate breakdown of the compensation within the project phases is provided below, but the exact breakdown may vary from the breakdown shown below.

Facilities Planning Services	\$450,000
Preliminary Design Services	To be added by amendment
Final Design Services	To be added by amendment
Bidding Phase Services	To be added by amendment
Construction Period Services	To be added by amendment

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or services for itself or others, whether or not such other projects or services are similar to the services to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced, and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Joseph M Bunker

Printed Name: Robert M. Green

Printed Name: Joseph M. Bunker

Title: Mayor of Cedar Falls

Title: Corporate Secretary for Strand Associates, Inc.

Date: _____

Date: 10/3/23

Strand Associates, Inc.®
Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project No. TP-061-3322

Exhibit A

Water Reclamation Facility Upgrades Cedar Falls, Iowa City Project Number: TP-061-3322

Project Background and Definition

The Project is defined as the Water Reclamation Facilities (WRF) Upgrades and is currently assumed to include the capital modifications included in CLIENT's *Water Reclamation Facility 2021 Nutrient Reduction Update* dated August 2021, as well as additional modifications identified by CLIENT since the referenced report was finalized. However, the Facilities Planning services included herein will evaluate options to the current Project, and the final Project may be different than currently defined. It is anticipated that an amendment to this Agreement will be executed to define the required design, bidding, and construction services provided under this Agreement and future amendments.

The Facilities Planning services included in this Agreement are based on the CONSULTANT's understanding of the capital Project, which is described below:

1. Existing Administration Building
 - a. Convert to an operations building, including changes to employee spaces, laboratory, and overall use of the building.
 - b. Architectural and interior upgrades to the entire building.
 - c. New heating, ventilation, and air conditioning (HVAC) systems.
 - d. New lighting as needed for modified spaces.
 - e. New finishes as required for the modified spaces.
2. Existing Flow Equalization Facilities
 - a. New or rehabilitated concrete floor.
 - b. Rehabilitated concrete walls.
 - c. New water cannons for basin cleaning.
 - d. New valves and piping associated with tank drainage.
3. Existing Influent Screening and Pump Station Facilities
Demolish building, pumping station, and screening facilities.

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4. Existing 17th Street Pump Station, Screening, and Force Main
 - a. Maintain existing station, screening, and pumping equipment (no changes).
 - b. New flow diversion monitoring and controls.
 - c. New force main from the station to the new WRF headworks.
5. Existing Grit Removal Process and Related Grit Pumping
Demolish structures, equipment, and appurtenances.
6. Existing Grit Removal Building
 - a. Remove grit handling equipment and appurtenances.
 - b. Maintain building.
7. Existing Primary Clarifiers and Sludge Pumping
 - a. Rehabilitate concrete structures.
 - b. Replace clarifier mechanisms, motors, drives, and weirs.
 - c. Replace sludge pumps.
 - d. Maintain aluminum domes.
 - e. Replace odor control fans and ductwork.
8. Existing First-Stage Trickling Filters
Demolish structures and equipment.
9. Existing Intermediate Clarifier and Sludge Pumping
 - a. Repurpose as a final clarifier.
 - b. Replace the clarifier mechanism, motor, drive, and weirs.
 - c. Replace return sludge pumping.
 - d. Revise influent and effluent piping.
 - e. Install new weir covers.
10. Existing Second-Stage Pumping Station
Demolish structures and equipment.
11. Existing Second-Stage Trickling Filters
Demolish structures and equipment.

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12. Existing Final Clarifiers No. 1 and No. 2 and Sludge Pumping
 - a. Replace Final Clarifier No. 1 mechanism, motor, drive, and weirs.
 - b. Replace return sludge pumping.
 - c. Revise influent splitter to accommodate the repurposed intermediate clarifier.
 - d. Install new weir covers.

13. Existing Final Pumping Station
Demolish structure and equipment.

14. Existing Third-Stage Tower Filter
 - a. Remove filter media.
 - b. Rehabilitate concrete walls and floor.
 - c. Repurpose as additional flow equalization.

15. Existing Ultraviolet Disinfection Facilities
Upgrade controls and hardware.

16. Existing Outfall Sewer
 - a. Maintain normal outfall to diffuser as is.
 - b. Maintain levee pump station; recondition existing submersible pumps.

17. Existing Gravity Thickener and Sludge Pumping
 - a. Rehabilitate concrete structure.
 - b. Replace the thickener mechanism, motor, drive, and weir.
 - c. Replace sludge pumps.
 - d. Maintain aluminum cover.
 - e. Replace odor control fan and ductwork.

18. Existing Primary Digesters No. 1 and No. 2
 - a. Replace digester covers.
 - b. Rehabilitate concrete and brick structures.
 - c. Replace digester gas safety equipment.

19. Existing Digester Control Building
 - a. Architectural and interior upgrades to the entire building.
 - b. New HVAC systems.

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- c. New lighting as needed for modified spaces.
 - d. New finishes as required for the modified spaces.
 - e. Upgrades required for National Fire Protection Association compliance.
 - f. Replace boilers, heat exchangers, sludge pumps, hot water pumps, and appurtenances.
 - g. Replace digester gas piping, waste gas flare, and controls.
20. Existing Mixer Building and Digester Pumped Mixing Facilities
- a. Replace HVAC equipment.
 - b. Replace digester mixing pumps.
21. Existing Digester No. 3 and Sludge Pumping Facilities
- a. Rehabilitate concrete and brick structure.
 - b. Replace digester gas safety equipment.
22. Existing Dewatering Facilities and Related Polymer and Sludge Pumping Facilities
- Maintain existing facilities; no work.
23. Existing Sludge Drying Beds
- Demolish structures and appurtenances.
24. Existing Off-Site Biosolids Storage
- Maintain existing; no work.
25. Existing Odor Control Systems
- a. Maintain the existing sludge dewatering building odor control system.
 - b. Maintain the gravity thickener odor control system.
 - c. Provide new odor control system for new headworks (see below).
26. Existing Motor Control Centers (MCCs) and Electrical Switchgear
- a. Replace main MCC in the Digester Control Building associated with the influent digestion facilities.
 - b. Maintain new MCC in the Digester Control Building.
 - c. Provide new MCCs as required for new facilities.

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- d. Maintain MCCs associated with ultraviolet (UV) disinfection and dewatering facilities.
 - e. Replace the main WRF switchgear.
27. Existing Backup Generators
- a. Replace the 1960s vintage backup generator.
 - b. Maintain the existing UV disinfection and Administration Building backup generator.
28. Existing WRF Entrance and Site Aesthetics
- a. Provide new entrance gate and signage.
 - b. Provide new decorative fencing.
 - c. Provide site landscaping.
29. Existing Hauled Waste Receiving Facilities
- Demolish existing structures and appurtenances.
30. Existing Solids Bunker and Jetvac Dump Area
- Demolish existing structures and appurtenances.
31. New Administration Building
- Provide new Administration Building on north end of the site to provide space for offices, meetings, and public spaces.
32. New Primary Effluent Pumping Station
- a. Construct a new submersible primary effluent pump station.
 - b. Provide new power, controls, and HVAC systems.
33. New Biological Nutrient Removal (BNR) Facilities
- a. Construct new concrete BNR tanks.
 - b. Construct a new blower building.
 - c. Construct a new concrete fermentation tank with cover.
 - d. Install new sludge pumping, recycle pumping, aeration systems, and mixing systems in the BNR tanks.
 - e. Provide new power, controls, and HVAC systems.

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34. New Digester No. 4 and Related Appurtenances
- a. Construct a new concrete and brick digester and associated control building.
 - b. Provide fixed digester cover.
 - c. Provide new digester gas piping and gas management equipment.
 - d. Provide a linear motion digester mixing system.
 - e. Provide new heat exchanger and hot water system fed from new boilers in main digester control building.
 - f. Provide new power, controls, and HVAC systems.
35. New Hauled Waste Receiving and Jetvac Dumping Facilities
- a. Construct new septage receiving facilities, including a building and receiving equipment.
 - b. Construct new fats, oils, and greases receiving facilities, including space in the septage receiving building and screening equipment.
 - c. Construct new concrete structure for Jetvac dumping facilities.
36. New Vehicle Storage and Vehicle Maintenance Building
- Construct new vehicle storage and maintenance facility, including three bays and truck washing station.
37. New WRF and Lift Station Supervisory Control and Data Acquisition (SCADA) System
- Provide new SCADA system, including new computers, for the entire WRF and off-site sanitary lift stations.
38. Site Utilities
- a. Revise site drainage and stormwater management as needed for WRF modifications.
 - b. Revise site electrical infrastructure as needed for WRF modifications.
 - c. Revise site natural gas infrastructure as needed for WRF modifications.
 - d. Provide new potable water supply for the WRF, including water metering.
 - e. Provide WRF backflow protection for potable water supply in all buildings.
 - f. Upgrade plant water reuse facilities with new pumps and site piping.

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Scope of Services

CONSULTANT will provide the following services to CLIENT.

Facilities Planning Services

1. Submit a request for data and documentation appropriate for planning and design services to CLIENT. Review CLIENT-provided information. Review and summarize five years of past influent, primary effluent, plant effluent, and biosolids production data.
2. Provide a sampling and analytical plan to CLIENT related to process modeling calibration. CLIENT shall conduct the sampling and shall perform the analytical services in-house or contract with a third-party laboratory. The sampling and analytical plan will be conducted in the fall of 2023, January or February of 2024, and summer of 2024.
3. Participate in a project kickoff meeting at the WRF to review project goals, review schedule, evaluate current operating conditions, gather field information, review CLIENT goals for sustainability and energy efficiency, review criteria for non-monetary ranking of alternatives, and initiate and review project with Iowa Department of Natural Resources (IDNR).
4. Assist CLIENT in retaining an environmental services firm to conduct a Phase 1 environmental site assessment for the project site and a Lead, Asbestos, and Hazardous Material site survey to identify potential materials that may require remediation or removal. CLIENT shall contract directly for environmental services.
5. Participate in up to ten workshops at the WRF to review modifications and alternatives for the WRF project. The discussion topics for each workshop will be determined prior to each workshop, and the following major topics are anticipated to be covered in one or more of the workshops:
 - a. Review of the existing WRF unit operations and summary of current operating data.
 - b. Review of future flow and load forecasts and anticipated regulatory criteria. Flow and loadings projections will be based on population projection data provided by CLIENT.
 - c. Condition assessment of the facilities that are anticipated to be reused in the future WRF and 17th Street Lift Station.

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- d. Review of influent pumping, screening, and grit removal technologies. Up to three screening alternatives and two grit removal alternatives will be evaluated. The new influent pumping station is anticipated to be a dry-pit submersible or submersible pump station.
- e. Review of primary and secondary treatment alternatives. Up to five nutrient reduction alternatives, including alternatives that maintain primary treatment and eliminate primary treatment, will be evaluated through BLOWIN modeling.
- f. Review of up to three peak flow management alternatives, including on-site equalization operations and facilities and potential additional equalization facilities. Review CLIENT's assessment of the 17th Street Lift Station Force Mains, repair history, and related condition information to assess the need for a new force main to the WRF.
- g. Review of the existing UV disinfection system for potential hydraulic and equipment upgrades. This anticipates the existing UV system will be reused, in general, with minor upgrades.
- h. Review of up to three solids management and stabilization alternatives, including maintaining and expanding anaerobic digestion, as well as implementation of biosolids drying to produce Class 1 (Class A) biosolids. This effort will include upgrades to the existing digestion control building.
- i. Review of solids storage, including pre-drying and off-site storage.
- j. Review of odor control for the proposed headworks facilities and solids management systems.
- k. Review of the existing administration building's conversion to an operations building, including lab renovation, employee space modifications, and meeting spaces. A space needs study will be prepared to assist in development of building modifications.
- l. Prepare a space needs study for a new administration building located on the north end of the site, as well as a new vehicle storage and maintenance building located near the existing dewatering building.
- m. Review of enhancements to the WRF entrance and potential site modifications to assist in screening the site from the downtown area.
- n. Review of site modifications, site and structure demolition, roadway access, and drainage needs based on previous identification of WRF modifications.
- o. Review of up to three potential project phasing strategies.
- p. Review of potential funding and grant opportunities.

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6. Prepare and submit draft technical memoranda (TM) that present the background, evaluations, opinions of probable capital cost (OPCC), nonmonetary evaluations, and related information discussed in the workshops. Generally, one TM will be developed following each workshop. CONSULTANT may combine the workshop topics for discussion in a TM; up to eight TMs will be prepared over the course of the facilities planning effort. The TMs will be submitted as draft documents via email to CLIENT and each TM will be reviewed via web-based meetings. Alternatively, TM review meetings may be held concurrently with in-person workshops at the WRF.
7. Prepare and submit final TMs to CLIENT by email incorporating CLIENT's review comments as appropriate.
8. Prepare a draft Facilities Planning Report summarizing the content of previously developed TMs. The Facilities Planning Report will include a summary of the project identified throughout the previous TMs and workshops, the OPCC, the selected phasing strategy, an updated project schedule, and the anticipated financing method(s) selected by the CLIENT.
9. Participate in a Facilities Planning Report review meeting with CLIENT at the WRF.
10. Prepare the final Facilities Planning Report after incorporating CLIENT's comments, as appropriate, and submit to CLIENT and the IDNR by email.
11. Respond to IDNR's review comments.
12. Participate in up to three site visits (up to four days total) with CLIENT to review treatment technologies at different wastewater treatment facilities.
13. Attend up to four CLIENT-defined meetings to present a project update to CLIENT's elected officials and other stakeholders.

Design Services

Preliminary and final design services will be added to this Agreement via amendment.

Bidding Phase Services

Bidding phase services will be added to this Agreement via an amendment.

Construction Phase Services

Construction phase services will be added to this Agreement via an amendment.

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Schedule

Services will begin upon execution of this Agreement, which is anticipated October 16, 2023. Facilities Planning Services are scheduled for completion on March 31, 2025.

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Exhibit B

Water Reclamation Facility Upgrades Cedar Falls, Iowa City Project Number: TP-061-3322

Original 12/13/11
Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

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

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

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

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

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

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Professional Liability: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance

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Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project No. TP-061-3322

coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Professional Liability coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

Completion Checklist

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

Strand Associates, Inc.®
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Water Reclamation Facility Upgrades
 Cedar Falls, Iowa
 City Project No. TP-061-3322

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

Automobile:

(Combined Single Limit)

\$1,000,000

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

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella:

\$3,000,000

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

Professional Liability:

\$1,000,000

Strand Associates, Inc.[®]
Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
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**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

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Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
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CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

Item 21.
DATE (MM/YY) 10/4/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC 2901 W Beltline Hwy, Suite 202 Madison WI 53713	CONTACT NAME: Connie Easland PHONE (A/C, No, Ext): 608-828-0232 E-MAIL ADDRESS: connie.easland@ansay.com	FAX (A/C, No): 608-831-4777
	INSURER(S) AFFORDING COVERAGE	
INSURED Strand Associates, Inc. 910 W Wingra Drive Madison WI 53715	INSURER A: Travelers Property Casualty Co of America NAIC #: 25658	
	INSURER B: Travelers Indemnity Co of Connecticut NAIC #: 25682	
	INSURER C: The Travelers Indemnity Co.	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 997119422 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	P-630-1W455660-TIA-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		BA-1W469615-23-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	Y		CUP-1W474601-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-1W473211-23-43-E	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Strand Project #7273.002 Water Reclamation Facility Upgrades - Cedar Falls, IA

Additional Insured status is extended on a primary and non-contributory basis, including completed operations, from the general liability policy to those parties specified in the written contract, signed prior to the loss, per the attached endorsement.

A waiver of subrogation applies to (insert applicable lines of business) the general liability, automobile liability and workers compensation policies as specified in See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Cedar Falls 501 East 4th Street Cedar Falls WI 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: STRAASS-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Ansay & Associates, LLC		NAMED INSURED Strand Associates, Inc. 910 W Wingra Drive Madison WI 53715	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

the written contract, signed prior to the loss, as per the attached endorsement.

30 Day notice of cancellation applies.

Governmental Immunity Endorsement to follow.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the 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 requiring insurance" applies. The 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 limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must 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:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must 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.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

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 SERVICE INDUSTRIES

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.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Blanket Additional Insured – Broad Form Vendors</p> <p>E. Blanket Additional Insured – Controlling Interest</p> <p>F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>I. Blanket Additional Insured – Grantors Of Franchises</p> <p>J. Incidental Medical Malpractice</p> <p>K. Blanket Waiver Of Subrogation</p> |
|--|---|

PROVISIONS

A. 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.

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.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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 or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

C. 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.

D. 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

COMMERCIAL GENERAL LIABILITY

- (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.

E. 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.

F. 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 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.

G. 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,

COMMERCIAL GENERAL LIABILITY

canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. 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".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

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

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, 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.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b. An act or omission committed in providing or failing to provide "incidental

medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

COMMERCIAL GENERAL LIABILITY

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not

subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. 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.

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-1W473211-23-43-E**

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.**

DATE OF ISSUE: 01-05-23

ST ASSIGN:

PAGE 1 OF 1



CERTIFICATE OF LIABILITY INSURANCE

Page **Item 21.**
 DATE (MM) 10/04/2023

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

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

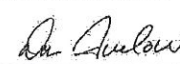
PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W30544517 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEH113974097	07/11/2023	07/11/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Strand Project #: 7273.002 - Water Reclamation Facility
 City Project #: TP-061-3322

CERTIFICATE HOLDER City of Cedar Falls, Iowa 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER: P-630-1W455660-TIA-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:

Description Of Project:

Cedar Falls, IA

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.

Strand Associates, Inc.®
Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project No. TP-061-3322

Exhibit C

**Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project Number: TP-061-3322**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Strand Associates, Inc.®
Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project No. TP-061-3322

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

Strand Associates, Inc.®
Project No. 7273.002

Water Reclamation Facility Upgrades
Cedar Falls, Iowa
City Project No. TP-061-3322

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: October 16, 2023

SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
City Project Number: MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2023 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the “river gauge” and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget. This agreement is for the period October 1, 2023 through September 30, 2024 in the amount of \$12,420.00.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

xc: Chase Schrage, Director of Public Works



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

August 28, 2023

David Wicke
City Engineer
City of Cedar Falls
220 Clay Street Engineering Division
Cedar Falls, Iowa 50613

Dear Mr. Wicke:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA, during the period October 1, 2023 through September 30, 2024 in the amount of \$12,420 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$18,180. Please sign and return a copy to Amy Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 430-6974 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or email at akwilliams@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon Nania
Deputy Director, Central Midwest WSC

Enclosure
24NEJFA103

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2023 to September 30, 2024
- (b) \$12,420 by the party of the second part during the period October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001608
Agreement #: 24NEJFA103
Project #: NE009KT
TIN #: 42-60038591

Item 22.

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319)430-6974
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact


Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Signature

Signatures

By  Date: 8/29/2023
Digitally signed by JON NANIA
Date: 2023.08.29 11:22:19
-0500

Name: Jon Nania acting for Amy Beussink
Title: Deputy Director, Central Midwest WSC

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

City of Cedar Falls

Attachment for 24NEJFA103

2023-10-01 to 2024-09-30

SURFACE WATER

SITE Collection Description	FUNDS		
	USGS	COOP	TOTAL
05463050 Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement	\$5,760	\$9,740 \$2,680	\$18,180
Total:	\$5,760	\$12,420	\$18,180
GRAND TOTAL:			\$18,180


DEPARTMENT OF PUBLIC WORKS – Engineering Division

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Principal Engineer

DATE: October 9, 2023

SUBJECT: Professional Services Agreement
 W 23rd Street Reconstruction from Hudson Rd. to Campus St. Project
 Shive Hattery
 City Project Number: RC-102-3330

Please find attached the Professional Services Agreement with Shive Hattery which outlines the scope of services and costs for designing corridor concepts and full reconstruction plans for the segment of W 23rd Street from Hudson Rd to Campus Street. This corridor reconstruction aims to re-establish this entrance to the University of Northern Iowa with an refreshed aesthetic and improved functionality to best meet the needs for the City of Cedar Falls and the university.

Shive Hattery was selected from the City's list of qualified engineering consultants. The enclosed agreement with Shive Hattery provides for the design of the corridor. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$323,355.00.

This project is planned to be constructed during the second half of the 2024 construction season and the 2025 construction season to maintain functionality for the student parking lots and university health center. This agreement will be paid for using General Obligation Bonds that will be sold in the upcoming bond cycle.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Shive Hattery for the W 23rd Street Reconstruction from Hudson Rd. to Campus St. project.

If you have any questions or comments, feel free to contact me.

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



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**W 23rd Street Reconstruction From Hudson Rd to Campus St
Cedar Falls, Iowa
City Project Number: RC-102-3330**

This Agreement is made and entered by and between Shive-Hattery, Inc., 222 Third Avenue SE Suite 300, Cedar Rapids, IA 52406, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of

contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will provide estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall include lump sum and hourly basis, as shown in Compensation and Terms of Payment in the Scope of Services, Hourly fees shall be in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is not to exceed a fee of Three Hundred Twenty-Three Thousand Three Hundred Fifty-Five (\$323,355.00) dollars.

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. Pre-existing contamination is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute

to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS


- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: Robert M. Green

Printed Name: Justin Campbell

Title: Mayor of Cedar Falls

Title: Project Manager

Date: _____

Date: October 9, 2023

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall include the Services and supplies to complete the following tasks:

The City of Cedar Falls plans to reconstruct W 23rd Street, from Hudson Road to Campus Street. The project includes reconstruction of the intersections of Campus Street and Access road to Marshall Center School (Hudson Road will not be reconstructed), replacement of sidewalks and improve streetscaping features along the corridor. This project will replace the storm sewer located along W 23rd Street and coordinate with University of Northern Iowa staff to determine the overall look of the corridor. One (1) construction package is anticipated.

The CONSULTANT will perform: Land Surveying, Geotechnical Engineering, Transportation Engineering, Landscape Architecture and 3D Graphic Renderings.

TASK A – CONTRACT MANAGEMENT

PROJECT ADMINISTRATION:

1. Monitoring Project Scope:

This task includes identification, scheduling, task assignment, and coordination with other members of the Project team. The CONSULTANT shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the CONSULTANT to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

2. Monitor Project Schedule:

The CONSULTANT shall prepare and submit bi-weekly **Project Status Reports**, outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall Project status. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The report shall include a list of requested information from the CLIENT with a desired response date noted to avoid delay of the CONSULTANT's services.

3. Project Meetings:

- a. Kickoff Meeting - the CONSULTANT shall coordinate and lead a project kickoff meeting with the CLIENT and their appropriate staff.
- b. Project Management Team (PMT) Meetings - the CONSULTANT shall meet with the CLIENT, or its designated representative(s), to review progress and to discuss specific elements of the Project design. The meetings will also serve to establish schedules, develop Project goals, establish design parameters, promote a dialogue between the various entities, improve the decision-making process, and expedite design development. The CONSULTANT shall keep documentation of communications.
 - i. CONSULTANT will lead progress meetings on a monthly basis. Shive-Hattery anticipates six (6) meetings. Post-deliverable meetings will be in-person.
- c. Stakeholder Committee Meetings - the CONSULTANT shall lead a maximum of three (3) stakeholder meetings and one (1) public open-house. The members of the stakeholder meeting will be determined during the kickoff meeting with City Staff.
- d. City Council Presentations - the CONSULTANT shall prepare for and conduct one (1) presentation to the City Council.
 - i. Meeting #1 – Final Plans, Specifications and Cost Estimate.

All meetings - The CONSULTANT will prepare meeting notes and documentation of items discussed.

4. Quality Control Plan:

The CONSULTANT shall establish review and checking procedures for Project deliverables. The CONSULTANT shall be responsible for implementation of the plan.

5. Client Feedback Surveys:

The CONSULTANT shall send surveys at key milestones during the project to get real time feedback.

6. Invoice Processing and Review:

The CONSULTANT shall create, process, and review invoices to ensure these meet CLIENT standards and all necessary information is included. Coordinate with CLIENT as necessary and answer any questions. Verify percent work complete on Project is in line with percent billed. Includes all other general Project administration necessary to complete the Project.

COMMUNICATION PLAN:

1. Public Outreach Meetings:

The purpose of these meetings will be to provide a brief overview of the proposed improvements to the surrounding property owners / businesses, and stakeholders, and a discussion of the improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties.

- a. The CONSULTANT will prepare for and conduct one (1) public outreach meeting. This will be in the form of Open House to best address each attendee.

The one (1) open house public outreach meeting includes:

- i. Meeting #1 - This meeting would occur after the Functional Design Memo have been completed. Design details will be shared including aesthetic improvements, property impacts, construction staging and anticipated duration.
- b. Open house materials may include:
 - i. Attendee Sign-in Sheet.
 - ii. Scroll plot of project corridor.
 - iii. Property Impact Exhibits.
 - iv. 3D Rendering of proposed improvements.

TASK B – LAND SURVEY, MAPPING, AND PLATS

1. Land Surveying and Mapping

The CONSULTANT shall perform field and office tasks required to collect topographic data, and right-of-way information deemed necessary to complete the project.

- a. **Establish a Survey Control Network:**
 - i. Establish control point monuments along the corridor of the project.
 - ii. Place control monuments throughout the project corridor.
 - iii. Control coordinates to be based on the Statewide Control network for Iowa North.

b. Boundary Survey:

- i. The CONSULTANT will research City, County, and State Records to establish locations of property lines, existing easements, right-of-way lines, and property ownership for the properties affected by the project and incorporate this data into the base mapping of the project.
- ii. The CONSULTANT shall determine the existing 23rd Street right-of-way along the project corridor.

c. Topographic Survey (Virtual and Traditional):

The CONSULTANT shall complete a topographic survey of the corridor utilizing survey grade total stations including the following:

- i. Record utility locations after they have been located through the Iowa One Call system.
- ii. Record flowline elevations of sanitary and storm sewer facilities.
- iii. Record edge of existing road and centerline locations.
- iv. Create an electronic surface of the existing ground.
- v. Take a picture of the inside of each manhole or intake, additionally the diameter of each will be recorded.
- vi. Design team to conduct field review of the completed base map. City Staff may attend this walkthrough.

d. Base Map and Aerial Photography

- i. The Consultant shall obtain high resolution georeferenced Ortho mosaic map of the site (aerial photography and LIDAR utilizing a UAV).
 1. Ground control points and flight.
 2. Processing of images - deliverable is an Ortho mosaic image.
 3. Drafting of basic linework of hard surfaces to be inserted in Civil3D drawing.
 4. Civil3D surface.
- ii. The Consultant will create a base map with all the information collected for civil design use.

e. Temporary Construction Easements:

- i. The CONSULTANT shall prepare exhibits for eight (8) temporary construction easements. One temporary construction easement will be prepared for each impacted parcel that has a different Parcel ID number.

f. **Right of Way Vacation Assistance:**

- i. The CONSULTANT shall provide land descriptions for the vacation of two existing road right of ways. Part of Campus Street lying south of W. 23rd Street and Ellen Street lying between the south right of way of W. 22nd Street and the north right of way of W. 23rd Street.

g. **Right-of-Way Easement Staking:**

The CONSULTANT will provide right-of-way and easement staking in coordination with the property acquisition process. It is assumed that each shall be staked a maximum of one (1) time.

TASK C – CONCEPT DEVELOPMENT

1. Functional Design Memo:

- a. The Consultant will develop a functional design memo for W 23rd Street, from Hudson Street to Campus Street. The Functional design will include project extents, roadway design and City of Cedar Falls Complete Street Policy criteria, pedestrian accommodations, intersection locations and preliminary property owner impacts. Functional design graphics will be in the form of an exhibit or strip map for the corridor.
- b. The functional design will be reviewed, revised by the Consultant (if requested by the City), and approved by the City prior to presenting to the Project Stakeholder Committee and the Public.
- c. The consultant will develop a scroll plot of the project corridor that will include the proposed plans for the improvements and impacts to adjacent properties.

2. Landscaping

a. **Information Gathering:**

- i. Explore current City code standards to understand typical street landscaping, recommended species and screening requirements to meet the intent of City Code.
- ii. Coordinate with City staff on opportunities and constraints that may affect corridor improvements.
- iii. Utilize existing aerials and City provided base map information to document existing trees that should be preserved, property lines, buildings and utilities.
- iv. Prepare design inspiration image boards to be utilized for the first stakeholder meeting showcasing streetscape improvement ideas that could be considered.

b. **Stakeholder meeting #1 - Visioning:**

- i. Conduct an in-person meeting with key project stakeholders from the City, University of Northern Iowa and other vested partners. This meeting shall consider guiding principles that will set the vision for the street to make it a prominent visual corridor within the community.
- ii. Items such as pedestrian circulation, plantings, site amenities, signage, lighting, paving enhancements and vehicular circulation shall be considered through inspiration images.

c. **Concepts:**

- i. Provide up to three (3) concept options of streetscape improvements reflecting the guiding principles. These options shall be explored through colored site plans and 3D sketches.

d. **Stakeholder meeting #2 – Concept Review:**

- i. Conduct a virtual meeting with key project stakeholders to review concept options that reflect the consensus of the visioning meeting. The goal of this meeting is to select a preferred option to further design and detail into a 3D rendering and site plan.

e. **Preferred 3D Rendering + Site Plan:**

- i. Provide up to five (5) 3D rendering views that reflect the proposed changes and one colored site plan.

f. **Stakeholder meeting #3 – Final Review:**

- i. Conduct a virtual meeting with key project stakeholders to review the preferred concept option. Gather final input on the proposed improvements and incorporate any necessary changes into final graphics.

g. **Visualization**

- i. The Consultant will prepare a 3D conceptual rendering views and scaled colored site plan of proposed streetscape improvements.

3. Cost Opinion

- a. The Consultant will prepare an order of magnitude level cost opinion and submit to the City for review.

TASK D – PLAN DESIGN DEVELOPMENT

PRELIMINARY PLANS (60%):

Design Sheet Criteria: The Sheet Numbering System should generally follow the SUDAS Design Manual Chapter 1, Section 1D-1, Detailed Plans for Construction of Public Improvements for this project.

1. Preliminary Plans (60%):

The Consultant will perform preliminary design services of the preferred concept in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, and signing. The plans for the project will be approximately 60% complete upon completion of the Preliminary Design.

- Title and General Information (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Estimated Quantities (C Sheets)
- Preliminary Plan and Profile Sheets (D and E Sheets)
- Preliminary Right-of-way Sheets (H Sheets)
- Preliminary Staging (J Sheets)
- Landscape (LS Sheets)
- Preliminary Stormwater Drainage Design (M Sheets)
- Existing Utilities (MX Sheets)
- Preliminary Pavement Marking and Signage (N Sheets)
- Preliminary Street Lighting Plan (P-Sheets)
- Retaining Wall Layout (V Sheets)

Note: Special provisions will not be provided with preliminary plans.

2. Storm Sewer Capacity Calculations

The CONSULTANT shall prepare storm sewer calculations for the preliminary storm sewer layout. Storm sewer calculations will be in the form of a PDF report generated from the storm sewer design program used by the designer (i.e. SewerGEMS, StormCAD, PondPack).

3. Preliminary Opinion of Probable Construction Cost:

The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the Project. Preliminary cost estimates shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

4. Field Exam:

A Field Exam will be held with the CONSULTANT and CLIENT to discuss key issues and design concepts, with the main emphasis focused on context sensitive design, access control and traffic control/stage construction. The review will determine the completion of

the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

5. Utility Coordination:

Utility coordination includes meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction. This coordination will occur throughout the duration of the design process.

- a. The CONSULTANT anticipates up to two (2) joint utility meetings to coordinate utility relocations impacts and scheduling.
- b. The CONSULTANT will make the best effort to track confirmations from each utility provider. Written documentation will be included in the Check Plan submittal.

6. Quality Control - Plan Set:

Involve ongoing quality control input from the PMT and the CONSULTANT's senior technical staff throughout the development of Preliminary Plans and documents for each Project segment. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Preliminary Plan Set to the PMT.

CHECK PLANS (95%):

1. Check Plans (95%):

After written authorization of approval from the CLIENT of the Preliminary Plans, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 95% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the Check Plans. Check Plans shall be completed in preparation of the letting.

- Title and General Information (A Sheets)
- Typical Cross Sections and Construction Details (B Sheets)
- Estimate of Quantities, Tabulations, and Estimate Reference Information (C Sheets)
- Plan and Profile (D and E Sheets)
- Erosion Control Plan (EC Sheets)
- Reference Ties and Bench Marks (G Sheets)
- Right-of-way Sheets (H Sheets)
- Traffic Control and Staging (J Sheets)
- Intersection and Driveway Geometric Plans (K Sheets)
- Jointing (L Sheets)
- Landscaping (LS Sheets)

- Landscaping Plans and Details
- Site Amenities Plans
- Specialty Concrete Paving Plans
- Public Utility (Storm and Water) (M Sheets)
- Franchise Utility Coordination (MX Sheets)
- Pavement Marking and Signage (N Sheets)
- Street Lighting Plan (P Sheets)
- Removal Plan (R-Sheets)
- Curb Ramp, Sidewalk Plans (S Sheets)
- Retaining Wall Plan (V Sheets)
- Detailed Cross Sections (W, X Sheets)

2. Incorporate Comments from Preliminary Plan Review:

The CONSULTANT will respond to comments resulting from the CLIENT'S plan review. Recommended modifications will be incorporated into the plan set.

3. Opinion of Probable Construction Cost:

The CONSULTANT shall prepare an opinion of probable construction cost for the Project. The cost estimates shall be based on all Project elements and recent bid information.

4. Draft Project Manual

The CONSULTANT shall prepare draft project manual based on SUDAS specifications and the City of Cedar Falls Supplemental Specifications to SUDAS.

5. Permitting:

- a. The CONSULTANT shall coordinate the publishing of the public notice of stormwater discharge and provide proof of publication to the contractor.
- b. The CLIENT will apply for the NPDES General Permit #2 if disturbed area is greater than 1 acre. The CONSULTANT shall provide pertinent information for the application.

6. Quality Control - Plan Set:

Involve ongoing quality control input from the PMT and the CONSULTANT's senior technical staff throughout the development of Check Plans and documents for each Project segment including roadway and traffic phasing. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Check Plan set to the Project Team. Review the Check Plan set for technical accuracy, as well as for general constructability and conformance with the Project design criteria.

Final Plans:

After approval of the Check Plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the Project. Upon completion, the design plans will be ready for Council approval.

1. Incorporate Comments from Check Plan Review:

The CONSULTANT will respond to comments resulting from the CLIENT'S plan review. Recommended modifications will be incorporated into the final plan set.

2. Opinion of Probable Construction Cost:

The CONSULTANT shall prepare opinion of probable construction cost for the Project. Final cost opinion shall include all Project elements and recent bid information. Quantity takeoffs will be developed for the final cost estimate.

3. Final Project Manual

The CONSULTANT shall prepare draft project manual based on SUDAS specifications and the City of Cedar Falls Supplemental Specifications to SUDAS.

TASK E – ADDITIONAL AESTHETIC DESIGN

Aesthetic Design Construction Document

The CONSULTANT will provide Environmental Graphic Design, Landscape Architecture, Electrical Engineering, Structural Engineering services as needed to produce a graphic identity + signage package and construction documentation for fabrication and implementation based on high-level design elements that come from the stakeholder meetings.

1. Preliminary Design: Graphic Identity and Signage Package:

- i. Based on the concept phase, develop signage features with elevations indicating materials, colors, fonts and sizes.
- ii. Attend one (1) virtual meeting with Client to present logo and more detailed signage elevations.
- iii. Preliminary Design Refinement:
 - 1) Illustrate application of graphic identity to signage family.
 - 2) Logo
 - 3) Establish typographic, color, and materials palette.
 - 4) Provide dimensions and product callouts.

- iv. Deliverable:
 - 1) Provide electronic PDF proof of refined concept for review and approval.
 - 2) Preparation of design manual illustrating and defining consistent application of graphic identity.

2. Construction Documents (will be included with roadway construction documents):

- i. Drawing sheets with scaled detail illustrations and annotation to convey sign materials, dimensions, connections, finishes, fabrication, as well as concrete footings, structural engineering, and performance expectation for illumination and electrical provisions. Note: lighting design intent and coordination shall be provided by Shive-Hattery with actual fixture and connections to be provided by the signage fabricator.
- ii. Develop an exterior signage technical specification and/or place notes on drawings.

TASK F – LETTING AND CONSTRUCTION SERVICES

1. Letting Services:

- a. The CONSULTANT will coordinate and manage the letting process for the project including using the CLIENT electronic process for plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda.
- b. The CONSULTANT to attend bid opening and assist with recommendation of award.

2. Construction Services (Limited):

a. Pre-Construction Meeting:

The CONSULTANT shall attend a pre-construction meeting scheduled and held by the CLIENT.

b. Construction Observation Site Visits:

The CONSULTANT shall perform a maximum of six (6) construction observation site visits during the project to review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the CLIENT for specific construction related items.

TASK G – SUBCONSULTANT SERVICES

1. Subsurface Exploration (SUB-CONSULTANT Braun Intertec):

The CONSULTANT's Subconsultant shall perform borings at six (9) locations and provide the CONSULTANT with a geotechnical engineering report. The CONSULTANT's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the Project. This information will be used as part of the street design. The CONSULTANT shall survey the location of the borings. The CONSULTANT shall review report, coordinate boring schedule and survey locations.

A digital PDF copy of the geotechnical report will be given to the CLIENT.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Potholing (underground utility investigation)
2. Sanitary Sewer Televising and Review of Video
 - a. Design of sanitary sewer, if determined necessary.
3. Staking of Right of Way and Easements for utility relocations
4. Construction Staking
5. Construction Materials Testing
6. Re-Establishment of Monuments

WORK SCHEDULE

This project, from design through the project letting period, shall be performed by the CONSULTANT in accordance with a schedule mutually developed by the CLIENT and the CONSULTANT. The milestone schedule shall generally be as follows and could be modified as the project progresses:

Milestone	Date
Notice to Proceed	Monday, October 16, 2023
Kick off PMT Meeting	Week of October 23, 2023
Begin Topo and Boundary Survey	Week of October 23, 2023
Concept Development Completion	December 1, 2023
Preliminary Design Completion	January 12, 2024
Check Plan Completion	March 8, 2024
Complete Temporary Easement Acquisitions	March 8, 2024
Final Plan Completion	April 12, 2024
Bid Letting	Month of May 2024
Commence Construction	June 3, 2024
Construction Shutdown	Winter 2024
Substantial Completion	Fall 2025
Project Closeout	Winter 2025

COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the CONSULTANT in accordance with the terms and conditions of the Agreement. Fees will be on the basis of the then current hourly rates and fixed expenses (current CONSULTANT Fee Schedule is included). Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties. The table below provides an estimated budget summary.

Task	Fee Type	Fee
TASK A – CONTRACT MANAGEMENT	Fixed	23,980
TASK B – LAND SURVEY, MAPPING, AND PLATS	Fixed	39,500
TASK C – CONCEPT DEVELOPMENT	Fixed	54,650
TASK D – PLAN DESIGN DEVELOPMENT	Fixed	117,325
TASK E – ADDITIONAL AESTHETIC DESIGN	Hourly	\$58,000
TASK F – LETTING AND CONSTRUCTION SERVICES	Hourly	\$17,200
TASK G – SUBCONSULTANT SERVICES	Fixed	\$12,700
Total		\$323,355

Exhibit B

**W 23rd Street Reconstruction From Hudson Rd to Campus St
Cedar Falls, Iowa
City Project Number: RC-102-3330**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (10/10) Item 23.

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Ashley Hampsher	
	PHONE (A/C. No. Ext): 319-896-7664	FAX (A/C. No.):
E-MAIL ADDRESS: ahampsher@holmesmurphy.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Shive Hattery, Inc. PO Box 1803 Cedar Rapids, IA 52406-1803	INSURER A: Zurich American Insurance Company of IL	27855
	INSURER B: Travelers Property Casualty Co. America	25674
	INSURER C: XL Specialty Insurance	37885
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1812784483

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO020392908	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP020393008	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9S85276423NF	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC020392808	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR5018314	10/1/2023	10/1/2024	Per Claim Aggregate 5,000,000 10,000,000

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

2112308390 City of Cedar Falls 23rd St. Reconstruction
The City of Cedar Falls, including all its elected and appointed officials, all its employee, its boards, commissions and/or authorities and their board members, and employees are included as Additional Insureds on the General Liability, on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The General Liability and Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613 USA	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 <i>Kari Coolidge</i>

Exhibit C

**W 23rd Street Reconstruction From Hudson Rd to Campus St
Cedar Falls, Iowa
City Project Number: RC-102-3330**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Shive-Hattery, Inc.
Project No. 211230839p

W 23rd Street Reconstruction From Hudson Rd to Campus St
Cedar Falls, Iowa
City Project No. RC-102-3330

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Shive-Hattery, Inc.
Project No. 211230839p

W 23rd Street Reconstruction From Hudson Rd to Campus St
Cedar Falls, Iowa
City Project No. RC-102-3330

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

STANDARD HOURLY FEE SCHEDULE

Effective January 1, 2023 to December 31, 2023

PROFESSIONAL STAFF:

Grade 1	\$104.00
Grade 2	\$124.00
Grade 3	\$138.00
Grade 4	\$154.00
Grade 5	\$172.00
Grade 6	\$185.00
Grade 7	\$202.00
Grade 8	\$221.00
Grade 9	\$240.00

TECHNICAL STAFF:

Grade 1	\$ 73.00
Grade 2	\$ 89.00
Grade 3	\$102.00
Grade 4	\$110.00
Grade 5	\$123.00
Grade 6	\$141.00
Grade 7	\$157.00

ADMIN STAFF: \$ 71.00

SURVEY STAFF:

One Person	\$158.00
Two Person	\$245.00
One Person with ATV	\$183.00
Two Person with ATV	\$270.00
Drone Surveyor (Video or Photogrammetry)	\$195.00
Drone Surveyor (Thermography)	\$360.00
Reality Capture Processing	\$161.00
Hydrographic Survey Crew (Two Person)	\$311.00
Scanning Surveyor	\$215.00
Surveyor with Two Scanners	\$295.00
Surveyor with Three Scanners	\$375.00
Ground Penetrating Radar	\$160.00

REIMBURSABLE EXPENSES:**TRAVEL**

Mileage- Car/Truck	\$0.65/ Mile
Mileage- Survey Trucks	\$0.75/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES**Prints/Plots:**

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Principal Engineer, PhD, PE

DATE: October 9th, 2023

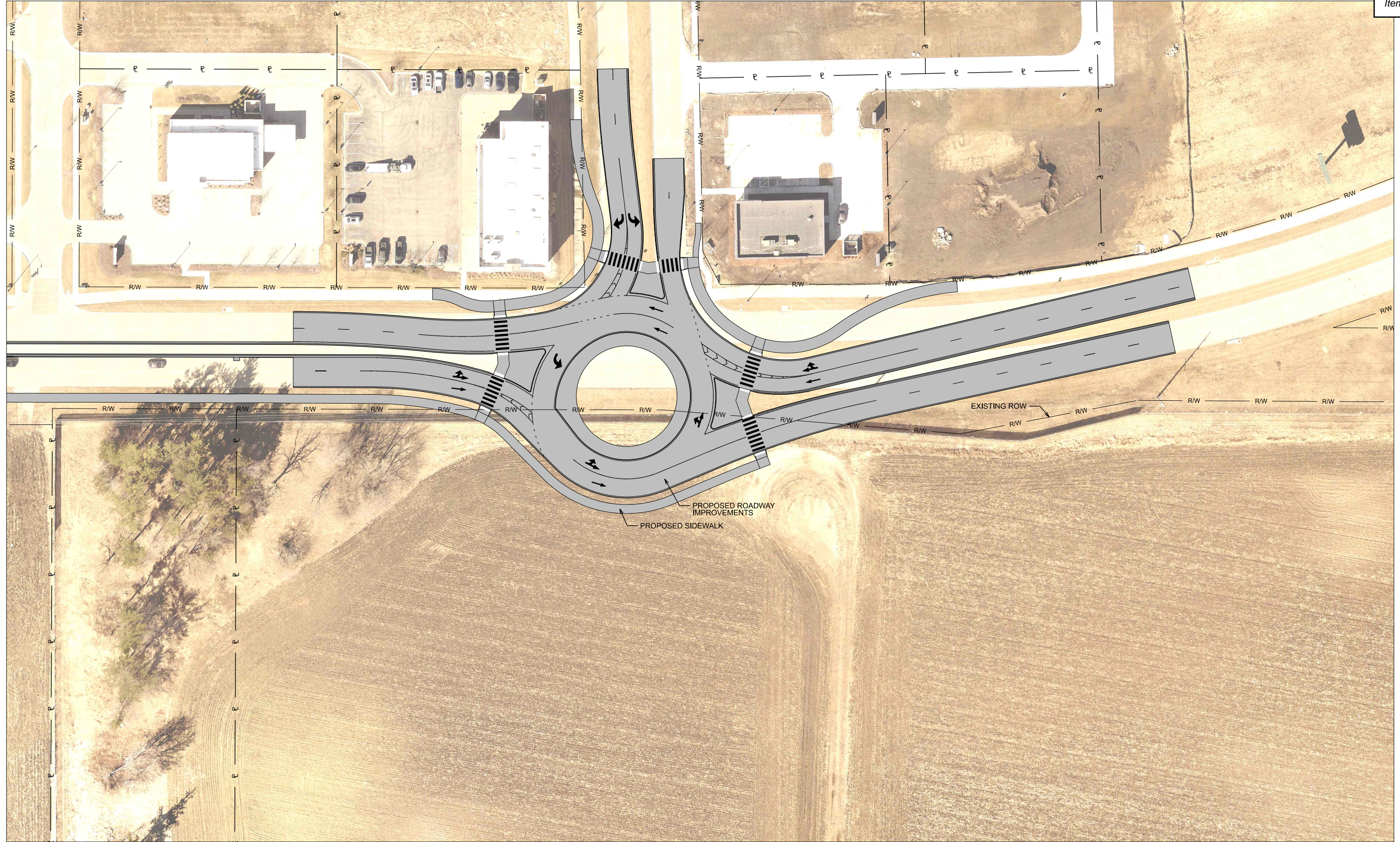
SUBJECT: Viking Rd and Prairie Parkway Intersection Improvements Project
City Project Number: RC-232-3308
Setting Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to reconstruct the intersection of Viking Road at Prairie Parkway by converting the stop-controlled intersection to a roundabout. Work will also include the installation of curbed medians between Andrea Drive and Prairie Parkway. The project will require the acquisition of four (4) temporary construction easements, one (1) public utility easement, and two (2) fee title acquisitions for right-of-way from collectively from a total of four (4) property owners.

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, November 6th, 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





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 Green and City Council

FROM: Michelle Pezley, AICP Planner III

DATE: October 16, 2023

SUBJECT: Request to set date of public hearing reviewing the FFY22 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

As a requirement from HUD, the Community Development Department would like to request that a public hearing be held on Monday, November 6, 2023, to review the FFY20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER). The report contains the progress made on Community Development Block Grant funded activities from July 1, 2022, through June 30, 2023 (Federal Fiscal Year 2022). The report will be included in the next Council's agenda packet.

The Housing Commission will meet on October 18, 2023, to review the CAPER, and their recommendation will be included in the next staff memo.

Per the adopted CDBG Citizen Participation Plan, the notice of a 15-day review period is required and the notice will be published by October 19, 2023.

If you have any questions, please contact the Community Development Department.

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



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 9, 2023
SUBJECT: Proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa and McDonald Construction & Remodeling, LLC

Staff would like to request that a public hearing be scheduled for November 6, 2023 to address a proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls and McDonald Construction & Remodeling, LLC. The project consists of a 8,400 square foot industrial use warehouse facility, which is about to begin construction within the Northern Cedar Falls Industrial Park. The proposed Amended and Restated Agreement will increase the minimum assessed valuation of the building, as well as provide a tax abatement to the developer for a period of three (3) years. Additional information pertaining to the Amended and Restated Agreement for Private Development will be provided to City Council prior to the public hearing.

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

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



McDonald Construction
& Remodeling, LLC
8,400 sq. ft. Industrial Building



Project Location



Northern Dr

Rail Way

**East Central
Iowa Coop**

Hwy 218

Leversee Rd

**Owen
Contracting**

Standard Distribution

Hwy 218

Preparer Information: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ENTERING INTO A PROPOSED AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND MCDONALD CONSTRUCTION & REMODELING, LLC

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from McDonald Construction & Remodeling, LLC, an Iowa limited liability company (the "Developer"), to enter into a proposed Amended and Restated Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and McDonald Construction & Remodeling, LLC, on terms which include:

- (1) Entering into an Amended and Restated Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$1,133,000.00 for a period through December 31, 2034.

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 that includes a Partial Property Tax Exemption 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 6th day of November, 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 Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa, and McDonald Construction & Remodeling, LLC. 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 ____ day of _____, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, 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 ____ day of _____, 2023.

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

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa

DAILY INVOICES FOR 10/16/23 COUNCIL MEETING

Item 27.

PREPARED 10/10/2023, 10:59:07
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 03/2024

GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER				POST DT
FUND 101 GENERAL FUND							
101-0000-213.00-00				CURRENT LIABILITY / SALES TAX PAYABLE			
381		03/24 AP	09/08/23 0007072	IOWA DEPT.OF REVENUE RECREATION	1,841.85		10/02/23
				MONTHLY SALES TAX			
				ACCOUNT TOTAL	1,841.85	.00	1,841.85
101-1008-441.83-06				TRANSPORTATION&EDUCATION / EDUCATION			
509		03/24 AP	09/27/23 0399186	IMFOA	175.00		09/28/23
				REG:FALL CONF.-KIM KERR			
509		03/24 AP	09/25/23 0399187	IOWA STATE UNIVERSITY	192.00		09/28/23
				REG:MPI CLASS-M.BREITBACH			
509		03/24 AP	09/25/23 0399187	IOWA STATE UNIVERSITY	64.00		09/28/23
				REG:MPI CLASSES-M.MALONE			
				ACCOUNT TOTAL	431.00	.00	431.00
101-1026-441.83-06				TRANSPORTATION&EDUCATION / EDUCATION			
575		04/24 AP	09/28/23 0399237	IMFOA	200.00		10/06/23
				REG:FALL CONF-J.RODENBECK			
				DES MOINES			
				ACCOUNT TOTAL	200.00	.00	200.00
101-1028-441.64-02				INSURANCE / HEALTH INS. REIMBURSEMENT			
381		03/24 AP	09/14/23 0007076	ISOLVED BENEFIT SERVICES, INC	167.47		10/02/23
				HEALTH INS REIMBURSEMENT			
				ACCOUNT TOTAL	167.47	.00	167.47
101-1028-441.83-06				TRANSPORTATION&EDUCATION / EDUCATION			
509		03/24 AP	09/25/23 0399187	IOWA STATE UNIVERSITY	96.00		09/28/23
				REG:MPI CLASS-BRAUN-WAGNE			
				ONLINE			
				ACCOUNT TOTAL	96.00	.00	96.00
101-1028-441.89-17				MISCELLANEOUS SERVICES / BANK SERVICE CHARGES			
381		03/24 AP	09/29/23 0007069	FARMERS STATE BANK	20.00		10/02/23
				OUTGOING WIRE FEE			
381		03/24 AP	09/25/23 0007068	FARMERS STATE BANK	20.00		10/02/23
				VOYA OUTGOING WIRE			
381		03/24 AP	09/06/23 0007067	FARMERS STATE BANK	20.00		10/02/23
				VOYA OUTGOING WIRE			
381		03/24 AP	09/01/23 0007078	LINCOLN SAVINGS BANK	20.00		10/02/23
				AUGUST WIRE WITHDRAWAL			
				08/04/23			
				ACCOUNT TOTAL	80.00	.00	80.00

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FUND 101 GENERAL FUND										
101-1038-441.81-32						PROFESSIONAL SERVICES / TUITION ASSISTANCE				
575		04/24 AP		02/28/23	0399235	DOUGAN JR, SCOTT TUITION REIMBURSEMENT	1,650.74		10/06/23	
						RE-ISSUE CK#398401				
						ACCOUNT TOTAL	1,650.74	.00	1,650.74	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
381		03/24 AP		09/06/23	0007075	ISOLVED BENEFIT SERVICES, INC CAFE ADMIN FEE-AUG'23	727.95		10/02/23	
						ACCOUNT TOTAL	727.95	.00	727.95	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
381		03/24 AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	17.45		10/02/23	
381		03/24 AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	16.70		10/02/23	
						ACCOUNT TOTAL	34.15	.00	34.15	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
285		04/24 AP		08/24/23	0399225	OFFICE EXPRESS OFFICE PRODUCT 10 X 13" ENVELOPES, 24#	135.61		09/26/23	
						ACCOUNT TOTAL	135.61	.00	135.61	
101-1060-423.72-76 OPERATING SUPPLIES / PUBLIC RELATIONS										
285		04/24 AP		09/02/23	0399224	MOTION PICTURE LICENSING CORP SITE LICENSE RENEW 1 YEAR	263.45		09/26/23	
						11/01/23-10/31/24				
						ACCOUNT TOTAL	263.45	.00	263.45	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
286		04/24 AP		08/27/23	0399229	QUADIENT FINANCE USA, INC. POSTAGE	300.00		09/26/23	
						ACCOUNT TOTAL	300.00	.00	300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
286		04/24 AP		09/11/23	0399221	GORDON FLESCH COMPANY INC COPIER CONTRACT	977.87		09/26/23	
						015-1483981-000				
						ACCOUNT TOTAL	977.87	.00	977.87	

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									POST DT
FUND 101 GENERAL FUND									
101-1060-423.85-01 UTILITIES / UTILITIES									
285		04/24 AP		09/05/23	0399216	CEDAR FALLS UTILITIES	10,749.40		09/26/23
						LIBRARY UTILITIES			
						ACCOUNT TOTAL	10,749.40	.00	10,749.40
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
286		04/24 AP		09/15/23	0399211	ARAMARK	23.55		09/26/23
						LIBRARY MAT SERVICE			
381		03/24 AP		09/05/23	0007093	PROFESSIONAL SOLUTIONS	63.63		10/02/23
						AUGUST CREDIT CARD FEES			
285		04/24 AP		09/01/23	0399211	ARAMARK	23.55		09/26/23
						LIBRARY MAT SERVICE			
						ACCOUNT TOTAL	110.73	.00	110.73
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
286		04/24 AP		09/10/23	0399219	COYNE, LINDSEY	259.25		09/26/23
						FOTL:ADULT-FORAGING PROGRAM			
						ACCOUNT TOTAL	259.25	.00	259.25
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
285		04/24 AP		08/29/23	0399213	BAKER & TAYLOR BOOKS	8.38		09/26/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
511		03/24 AP		01/27/23	0398346	GROUT MUSEUM DISTRICT		461.00	09/29/23
						VOID CHECK-PROG. CANCELED BERG 2 RMB SLP '23-MAD			
						ACCOUNT TOTAL	8.38	461.00	452.62-
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
286		04/24 AP		09/18/23	0399213	BAKER & TAYLOR BOOKS	235.94		09/26/23
						ADULT BOOKS			
286		04/24 AP		09/18/23	0399213	BAKER & TAYLOR BOOKS	521.19		09/26/23
						ADULT BOOKS			
286		04/24 AP		09/18/23	0399213	BAKER & TAYLOR BOOKS	432.56		09/26/23
						ADULT BOOKS			
286		04/24 AP		09/13/23	0399213	BAKER & TAYLOR BOOKS	505.70		09/26/23
						ADULT BOOKS			
286		04/24 AP		09/12/23	0399213	BAKER & TAYLOR BOOKS	649.27		09/26/23
						ADULT BOOKS			
286		04/24 AP		09/12/23	0399213	BAKER & TAYLOR BOOKS	15.96		09/26/23
						ADULT BOOKS			
285		04/24 AP		09/11/23	0399213	BAKER & TAYLOR BOOKS	93.16		09/26/23
						ADULT BOOKS			
285		04/24 AP		09/08/23	0399213	BAKER & TAYLOR BOOKS	457.98		09/26/23

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
285				04/24 AP 09/06/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	40.16			09/26/23
285				04/24 AP 09/06/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	18.63			09/26/23
285				04/24 AP 09/05/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	240.80			09/26/23
285				04/24 AP 09/01/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	658.32			09/26/23
285				04/24 AP 08/31/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	238.02			09/26/23
285				04/24 AP 08/29/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	464.25			09/26/23
285				04/24 AP 08/29/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	17.10			09/26/23
285				04/24 AP 08/26/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	739.84			09/26/23
285				04/24 AP 08/24/23	0399213	ADULT BOOKS BAKER & TAYLOR BOOKS	368.06			09/26/23
285				04/24 AP 05/24/23	0399215	ADULT BOOKS CEDAR FALLS COMMUNITY SCHOOLS	65.00			09/26/23
				ACCOUNT TOTAL			5,761.94	.00		5,761.94
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
286				04/24 AP 09/18/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	77.73			09/26/23
286				04/24 AP 09/18/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	20.97			09/26/23
286				04/24 AP 09/18/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	540.91			09/26/23
286				04/24 AP 09/13/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	91.23			09/26/23
285				04/24 AP 09/11/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	56.12			09/26/23
285				04/24 AP 09/05/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	95.07			09/26/23
285				04/24 AP 08/31/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	5.99			09/26/23
285				04/24 AP 08/31/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	395.62			09/26/23
285				04/24 AP 08/29/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	20.90			09/26/23
285				04/24 AP 08/24/23	0399213	YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS	104.31			09/26/23
				ACCOUNT TOTAL			1,408.85	.00		1,408.85

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
286		04/24	AP	09/18/23	0399213	BAKER & TAYLOR BOOKS	151.89			09/26/23
						YOUTH BOOKS				
286		04/24	AP	09/18/23	0399213	BAKER & TAYLOR BOOKS	6.59			09/26/23
						YOUTH BOOKS				
286		04/24	AP	09/18/23	0399213	BAKER & TAYLOR BOOKS	47.49			09/26/23
						YOUTH BOOKS				
286		04/24	AP	09/14/23	0399213	BAKER & TAYLOR BOOKS	637.26			09/26/23
						YOUTH BOOKS				
286		04/24	AP	09/14/23	0399213	BAKER & TAYLOR BOOKS	1,049.51			09/26/23
						YOUTH BOOKS				
286		04/24	AP	09/13/23	0399213	BAKER & TAYLOR BOOKS	74.56			09/26/23
						YOUTH BOOKS				
285		04/24	AP	09/11/23	0399213	BAKER & TAYLOR BOOKS	974.56			09/26/23
						YOUTH BOOKS				
285		04/24	AP	09/11/23	0399213	BAKER & TAYLOR BOOKS	152.25			09/26/23
						YOUTH BOOKS				
285		04/24	AP	09/06/23	0399213	BAKER & TAYLOR BOOKS	734.60			09/26/23
						YOUTH BOOKS				
285		04/24	AP	09/05/23	0399213	BAKER & TAYLOR BOOKS	23.35			09/26/23
						YOUTH BOOKS				
285		04/24	AP	08/31/23	0399213	BAKER & TAYLOR BOOKS	115.52			09/26/23
						YOUTH BOOKS				
285		04/24	AP	08/29/23	0399213	BAKER & TAYLOR BOOKS	44.41			09/26/23
						YOUTH BOOKS				
285		04/24	AP	08/26/23	0399213	BAKER & TAYLOR BOOKS	18.23			09/26/23
						YOUTH BOOKS				
285		04/24	AP	08/24/23	0399213	BAKER & TAYLOR BOOKS	59.64			09/26/23
						YOUTH BOOKS				
285		04/24	AP	08/23/23	0399213	BAKER & TAYLOR BOOKS	1,040.42			09/26/23
						YOUTH BOOKS				
						ACCOUNT TOTAL	5,130.28	.00		5,130.28
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
286		04/24	AP	09/18/23	0399213	BAKER & TAYLOR BOOKS	17.10			09/26/23
						LARGE PRINT BOOKS				
286		04/24	AP	09/12/23	0399213	BAKER & TAYLOR BOOKS	52.79			09/26/23
						LARGE PRINT BOOKS				
285		04/24	AP	09/05/23	0399213	BAKER & TAYLOR BOOKS	34.99			09/26/23
						LARGE PRINT BOOKS				
285		04/24	AP	09/01/23	0399217	CENTER POINT LARGE PRINT	49.14			09/26/23
						LARGE PRINT BOOKS				
285		04/24	AP	08/26/23	0399213	BAKER & TAYLOR BOOKS	111.70			09/26/23
						LARGE PRINT BOOKS				
285		04/24	AP	08/24/23	0399213	BAKER & TAYLOR BOOKS	85.71			09/26/23
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	351.43	.00		351.43

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FUND 101 GENERAL FUND										
101-1061-423.89-24	MISCELLANEOUS SERVICES / ADULT AUDIO									
286		04/24	AP	09/18/23	0399213	BAKER & TAYLOR BOOKS	46.74		09/26/23	
		ADULT CD BOOKS								
286		04/24	AP	09/13/23	0399214	BAKER & TAYLOR ENTERTAINMENT	11.03		09/26/23	
		ADULT CD MUSIC								
285		04/24	AP	09/01/23	0399213	BAKER & TAYLOR BOOKS	24.74		09/26/23	
		ADULT CD BOOKS								
285		04/24	AP	08/31/23	0399213	BAKER & TAYLOR BOOKS	19.24		09/26/23	
		ADULT CD BOOKS								
285		04/24	AP	08/30/23	0399228	PLAYAWAY PRODUCTS	494.92		09/26/23	
		ADULT PLAYAWAYS								
285		04/24	AP	08/29/23	0399213	BAKER & TAYLOR BOOKS	27.50		09/26/23	
		ADULT CD BOOKS								
285		04/24	AP	08/26/23	0399213	BAKER & TAYLOR BOOKS	68.74		09/26/23	
		ADULT CD BOOKS								
285		04/24	AP	08/24/23	0399213	BAKER & TAYLOR BOOKS	35.74		09/26/23	
		ADULT CD BOOKS								
285		04/24	AP	08/24/23	0399214	BAKER & TAYLOR ENTERTAINMENT	55.17		09/26/23	
		ADULT CD MUSIC								
		ACCOUNT TOTAL						783.82	.00	783.82
101-1061-423.89-25	MISCELLANEOUS SERVICES / ADULT VIDEO									
286		04/24	AP	09/16/23	0399214	BAKER & TAYLOR ENTERTAINMENT	83.96		09/26/23	
		ADULT VIDEOS								
286		04/24	AP	09/15/23	0399214	BAKER & TAYLOR ENTERTAINMENT	61.56		09/26/23	
		ADULT VIDEOS								
286		04/24	AP	09/13/23	0399214	BAKER & TAYLOR ENTERTAINMENT	60.15		09/26/23	
		ADULT VIDEOS								
286		04/24	AP	09/08/23	0399214	BAKER & TAYLOR ENTERTAINMENT	193.78		09/26/23	
		ADULT VIDEOS								
285		04/24	AP	09/01/23	0399214	BAKER & TAYLOR ENTERTAINMENT	191.02		09/26/23	
		ADULT VIDEOS								
285		04/24	AP	08/28/23	0399214	BAKER & TAYLOR ENTERTAINMENT	21.69		09/26/23	
		ADULT VIDEOS								
285		04/24	AP	08/25/23	0399214	BAKER & TAYLOR ENTERTAINMENT	192.42		09/26/23	
		ADULT VIDEOS								
285		04/24	AP	08/24/23	0399214	BAKER & TAYLOR ENTERTAINMENT	39.88		09/26/23	
		ADULT VIDEOS								
		ACCOUNT TOTAL						844.46	.00	844.46
101-1061-423.89-26	MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
285		04/24	AP	08/23/23	0399222	INGRAM ENTERTAINMENT INC.	23.49		09/26/23	
		ADULT VIDEO GAMES								
285		04/24	AP	08/23/23	0399222	INGRAM ENTERTAINMENT INC.	23.49		09/26/23	
		YOUNG ADULT VIDEO GAMES								
		ACCOUNT TOTAL						46.98	.00	46.98

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FUND 101 GENERAL FUND									
101-1061-423.89-29						MISCELLANEOUS SERVICES / NEWSPAPERS			
285		04/24	AP	08/22/23	0399218	COURIER COMMUNICATIONS	579.00		09/26/23
						NEWSPAPER SUBSCRIPTION			10/6/23-10/5/24
						ACCOUNT TOTAL	579.00	.00	579.00
101-1061-423.89-31						MISCELLANEOUS SERVICES / PERIODICALS			
286		04/24	AP	08/21/23	0399226	OLD HOUSE JOURNAL	28.00		09/26/23
						OLD HOUSE JOURNAL FY24			SUBSCRIPTION (1 YEAR)
						ACCOUNT TOTAL	28.00	.00	28.00
101-1061-423.89-36						MISCELLANEOUS SERVICES / YOUTH VIDEO			
286		04/24	AP	09/15/23	0399223	MIDWEST TAPE, LLC	255.64		09/26/23
						YOUTH VIDEOS			
285		04/24	AP	09/08/23	0399223	MIDWEST TAPE, LLC	245.13		09/26/23
						YOUTH VIDEOS			
285		04/24	AP	08/31/23	0399223	MIDWEST TAPE, LLC	182.18		09/26/23
						YOUTH VIDEOS			
285		04/24	AP	08/29/23	0399228	PLAYAWAY PRODUCTS	783.70		09/26/23
						YOUTH LAUNCHPADS			
285		04/24	AP	08/25/23	0399223	MIDWEST TAPE, LLC	69.72		09/26/23
						YOUTH VIDEOS			
						ACCOUNT TOTAL	1,536.37	.00	1,536.37
101-1061-423.89-42						MISCELLANEOUS SERVICES / ADULT E-MATERIALS			
286		04/24	AP	09/19/23	0399227	OVERDRIVE, INC.	115.00		09/26/23
						ADULT E-BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	364.85		09/26/23
						ADULT E-BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	369.18		09/26/23
						ADULT AUDIO BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	55.00		09/26/23
						ADULT E-BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	79.93		09/26/23
						ADULT AUDIO BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	128.35		09/26/23
						ADULT E-BOOKS			
286		04/24	AP	09/12/23	0399227	OVERDRIVE, INC.	113.24		09/26/23
						ADULT AUDIO BOOKS			
285		04/24	AP	09/05/23	0399227	OVERDRIVE, INC.	874.94		09/26/23
						ADULT E-BOOKS			
285		04/24	AP	09/05/23	0399227	OVERDRIVE, INC.	601.98		09/26/23
						ADULT AUDIO BOOKS			
285		04/24	AP	09/05/23	0399227	OVERDRIVE, INC.	239.98		09/26/23
						ADULT E-BOOKS			

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FUND 101 GENERAL FUND											
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued					
285		04/24 AP		09/05/23	0399227	OVERDRIVE, INC.	144.98			09/26/23	
				ADULT AUDIO BOOKS							
285		04/24 AP		08/31/23	0399227	OVERDRIVE, INC.	178.01			09/26/23	
				ADULT E-BOOKS							
285		04/24 AP		08/31/23	0399227	OVERDRIVE, INC.	408.74			09/26/23	
				ADULT AUDIO BOOKS							
285		04/24 AP		08/29/23	0399227	OVERDRIVE, INC.	142.99			09/26/23	
				ADULT E-BOOKS							
285		04/24 AP		08/29/23	0399227	OVERDRIVE, INC.	47.50			09/26/23	
				ADULT AUDIO BOOKS							
285		04/24 AP		08/28/23	0399227	OVERDRIVE, INC.	176.90			09/26/23	
				ADULT E-BOOKS							
285		04/24 AP		08/28/23	0399227	OVERDRIVE, INC.	334.38			09/26/23	
				ADULT AUDIO BOOKS							
285		04/24 AP		08/28/23	0399227	OVERDRIVE, INC.	27.50			09/26/23	
				ADULT E-BOOKS							
		ACCOUNT TOTAL						4,403.45	.00		4,403.45
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS											
286		04/24 AP		09/13/23	0399227	OVERDRIVE, INC.	391.46			09/26/23	
				YOUNG ADULT E-BOOKS							
286		04/24 AP		09/13/23	0399227	OVERDRIVE, INC.	850.42			09/26/23	
				YOUNG ADULT AUDIO BOOKS							
		ACCOUNT TOTAL						1,241.88	.00		1,241.88
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS											
286		04/24 AP		09/13/23	0399227	OVERDRIVE, INC.	668.21			09/26/23	
				YOUTH E-BOOKS							
286		04/24 AP		09/13/23	0399227	OVERDRIVE, INC.	369.06			09/26/23	
				YOUTH AUDIO BOOKS							
285		04/24 AP		08/31/23	0399227	OVERDRIVE, INC.	17.50			09/26/23	
				YOUTH E-BOOKS							
		ACCOUNT TOTAL						1,054.77	.00		1,054.77
101-1061-423.93-01 EQUIPMENT / EQUIPMENT											
286		04/24 AP		09/08/23	0399220	ENVISIONWARE, INC	901.53			09/26/23	
				RFID READERS FOR SELF-		CHECKS					
		ACCOUNT TOTAL						901.53	.00		901.53
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
575		04/24 AP		10/04/23	0399231	BLACK HAWK CO.RECORDER	52.00			10/06/23	

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	---	
FUND 101 GENERAL FUND											
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES					continued
575				04/24 AP	10/04/23 0399231	BLACK HAWK CO.RECORDER	52.00			10/06/23	
						FJI-I HOLDING-1321 W.12TH					
						J.HOOVER-3120 HOMEWAY DR					
						ACCOUNT TOTAL	104.00	.00		104.00	
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY					
575				04/24 AP	09/20/23 0399233	CEDAR FALLS UTILITIES	146.04			10/06/23	
						UTILITIES THRU 09/20/23					
381				03/24 AP	09/05/23 0007084	PROFESSIONAL SOLUTIONS	61.76			10/02/23	
						AUGUST CREDIT CARD FEES					
						ACCOUNT TOTAL	207.80	.00		207.80	
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS					
545				04/24 AP	09/28/23 0399205	FREED CONSTRUCTION, INC.	189.60			10/04/23	
						REFUND-BUILDING PERMIT					
						#17-0524;PROJ.CANCELLED					
480				03/24 AP	09/25/23 0399180	SIGMA ALPHA EPSILON	78.51			09/26/23	
						REFUND-RECORDING FEES					
						CODE ENF.-1115 W. 23RD ST					
						ACCOUNT TOTAL	268.11	.00		268.11	
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES					
381				03/24 AP	09/05/23 0007088	PROFESSIONAL SOLUTIONS	1,069.04			10/02/23	
						AUGUST CREDIT CARD FEES					
381				03/24 AP	09/05/23 0007089	PROFESSIONAL SOLUTIONS	336.17			10/02/23	
						AUGUST CREDIT CARD FEES					
						ACCOUNT TOTAL	1,405.21	.00		1,405.21	
101-2245-442.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES					
575				04/24 AP	10/04/23 0399231	BLACK HAWK CO.RECORDER	67.00			10/06/23	
						RCD:FORGIVABLE LOAN AGRMT					
						1310 IOWA STREET					
575				04/24 AP	10/04/23 0399231	BLACK HAWK CO.RECORDER	67.00			10/06/23	
						RCD:FORGIVABLE LOAN AGRMT					
						1205 WEST 7TH STREET					
						ACCOUNT TOTAL	134.00	.00		134.00	
101-2253-423.85-01						UTILITIES / UTILITIES					
575				04/24 AP	09/20/23 0399233	CEDAR FALLS UTILITIES	309.18			10/06/23	
						UTILITIES THRU 09/20/23					
						ACCOUNT TOTAL	309.18	.00		309.18	

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FUND 101 GENERAL FUND												
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS												
	575			04/24 AP	10/04/23	0399234	DANIEL GOLDSBERRY	25.00		10/06/23		
				REFUND-ELECTRICITY DEP.								
	530			04/24 AP	09/26/23	0399198	NORTH CEDAR BAPTIST CHURCH	25.00		10/02/23		
				REFUND-ELECTRICITY DEP.								
	511			03/24 AP	08/16/23	0399022	MARINA BONE		75.00	09/29/23		
				VOID CHECK-WRONG VENDOR REFUND-SHELTER DEPOSIT								
	511			03/24 AP	08/02/23	0398965	ZANE RUGER		75.00	09/29/23		
				VOID CHECK-REFUND TO CC REFUND-SHELTER DEPOSIT								
				ACCOUNT TOTAL					50.00	150.00	100.00-	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES												
	381			03/24 AP	09/05/23	0007091	PROFESSIONAL SOLUTIONS	431.23		10/02/23		
				AUGUST CREDIT CARD FEES								
	381			03/24 AP	09/05/23	0007092	PROFESSIONAL SOLUTIONS	1,102.06		10/02/23		
				AUGUST CREDIT CARD FEES								
	381			03/24 AP	09/05/23	0007094	PROFESSIONAL SOLUTIONS	613.28		10/02/23		
				AUGUST CREDIT CARD FEES								
	381			03/24 AP	09/05/23	0007085	PROFESSIONAL SOLUTIONS	345.44		10/02/23		
				AUGUST CREDIT CARD FEES								
				ACCOUNT TOTAL					2,492.01	.00	2,492.01	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES												
	381			03/24 AP	09/05/23	0007086	PROFESSIONAL SOLUTIONS	63.54		10/02/23		
				AUGUST CREDIT CARD FEES								
	381			03/24 AP	09/05/23	0007085	PROFESSIONAL SOLUTIONS	90.45		10/02/23		
				AUGUST CREDIT CARD FEES								
				ACCOUNT TOTAL					153.99	.00	153.99	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT												
	381			03/24 AP	09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	500.00		10/02/23		
				HEALTH INS REIMBURSEMENT								
				ACCOUNT TOTAL					500.00	.00	500.00	
101-4511-414.82-01 COMMUNICATION / TELEPHONE												
	530			04/24 AP	09/19/23	0399202	VERIZON WIRELESS	120.03		10/02/23		
				WIRELESS SRV:9/20-10/19 9/20-10/19/23								
				ACCOUNT TOTAL					120.03	.00	120.03	
101-4511-414.85-01 UTILITIES / UTILITIES												

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FUND 101 GENERAL FUND									
101-4511-414.85-01						UTILITIES / UTILITIES	continued		
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES	3,195.01		10/06/23
						UTILITIES THRU 09/20/23			
						ACCOUNT TOTAL	3,195.01	.00	3,195.01
101-5521-415.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
381		03/24 AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	30.00		10/02/23
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	30.00	.00	30.00
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES	73.33		10/06/23
						UTILITIES THRU 09/20/23			
						ACCOUNT TOTAL	73.33	.00	73.33
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT			
575		04/24 AP		09/10/23	0399242	U.S. CELLULAR	94.32		10/06/23
						COVERT CAMERA CELL PLAN			09/09-10/08/23
						ACCOUNT TOTAL	94.32	.00	94.32
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
575		04/24 AP		09/20/23	0399230	BALTES, THOMAS	165.23		10/06/23
						RMB:OPT.EQUP.-TRAUMS KIT			DARK ANGEL MEDICAL
						ACCOUNT TOTAL	165.23	.00	165.23
101-5521-415.72-22						OPERATING SUPPLIES / CANINE PROGRAM			
575		04/24 AP		09/29/23	0399238	MARCOTTE, MIKE	659.15		10/06/23
						RMB:TRVL-K9 HANDLER TRNG.			FOREST CITY
509		03/24 AP		09/27/23	0399190	MARCOTTE, MIKE	365.88		09/28/23
						RMB:HOTEL-K9 HANDLER TRNG			FOREST CITY
509		03/24 AP		09/27/23	0399190	MARCOTTE, MIKE	617.55		09/28/23
						RMB:TRVL-K9 HANDLER TRNG.			FOREST CITY
510		03/24 AP		09/15/23	0399171	MARCOTTE, MIKE	279.54		09/28/23
						RMB:TRVL-K9 HANDLER TRNG.			FOREST CITY
						ACCOUNT TOTAL	1,922.12	.00	1,922.12
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
509		03/24 AP		09/21/23	0399184	BELZ, MATTHEW	67.91		09/28/23

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								POST DT
FUND 101 GENERAL FUND								
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			continued
510		03/24 AP		09/15/23	0399171		279.54	09/28/23
					MARCOTTE, MIKE			
					ACCOUNT CORRECTION			
					RMB:MEALS-IAI ANNUAL CONF			
					ANKENY			
					RMB:TRVL-K9 HANDLER TRNG.			
					ACCOUNT TOTAL	67.91	279.54	211.63-
101-5521-415.85-01					UTILITIES / UTILITIES			
575		04/24 AP		09/20/23	0399233	2,901.84		10/06/23
					CEDAR FALLS UTILITIES			
					UTILITIES THRU 09/20/23			
					ACCOUNT TOTAL	2,901.84	.00	2,901.84
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
575		04/24 AP		09/20/23	0399233	112.70		10/06/23
					CEDAR FALLS UTILITIES			
					UTILITIES THRU 09/20/23			
					ACCOUNT TOTAL	112.70	.00	112.70
101-5521-415.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
381		03/24 AP		09/05/23	0007083	29.04		10/02/23
					PROFESSIONAL SOLUTIONS			
					AUGUST CREDIT CARD FEES			
					ACCOUNT TOTAL	29.04	.00	29.04
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
575		04/24 AP		09/21/23	0399241	115.95		10/06/23
					SCHARNAU, DYLAN			
					RMB:UNIFORM ALLOWANCE			
					HAIX			
575		04/24 AP		08/27/23	0399239	48.15		10/06/23
					PENSEL, EVAN			
					RMB:UNIFORM ALLOWANCE			
					UNDER ARMOUR			
545		04/24 AP		07/20/23	0399207	290.00		10/04/23
					MARCOTTE, MIKE			
					RMB:UNIFORM ALLOWANCE			
					MIDWEST DEFENSE SOLUTIONS			
					ACCOUNT TOTAL	454.10	.00	454.10
101-6613-433.85-01					UTILITIES / UTILITIES			
575		04/24 AP		09/20/23	0399233	546.99		10/06/23
					CEDAR FALLS UTILITIES			
					UTILITIES THRU 09/20/23			
					ACCOUNT TOTAL	546.99	.00	546.99
101-6616-446.85-01					UTILITIES / UTILITIES			
575		04/24 AP		09/20/23	0399233	831.34		10/06/23
					CEDAR FALLS UTILITIES			
					UTILITIES THRU 09/20/23			

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								POST DT
FUND 101 GENERAL FUND								
101-6616-446.85-01 UTILITIES / UTILITIES						continued		
ACCOUNT TOTAL						831.34	.00	831.34
101-6623-423.85-01 UTILITIES / UTILITIES								
575	04/24	AP		09/20/23	0399233	CEDAR FALLS UTILITIES	319.25	10/06/23
UTILITIES THRU 09/20/23								
ACCOUNT TOTAL						319.25	.00	319.25
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
381	03/24	AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	12.58	10/02/23
HEALTH INS REIMBURSEMENT								
ACCOUNT TOTAL						12.58	.00	12.58
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE								
480	03/24	AP		09/20/23	0399179	MIDAMERICAN ENERGY	10.35	09/26/23
FINCHFORD RIVER GAUGE						08/21-09/20/23		
ACCOUNT TOTAL						10.35	.00	10.35
101-6633-423.85-01 UTILITIES / UTILITIES								
575	04/24	AP		09/20/23	0399233	CEDAR FALLS UTILITIES	1,665.59	10/06/23
UTILITIES THRU 09/20/23								
ACCOUNT TOTAL						1,665.59	.00	1,665.59
FUND TOTAL						60,282.64	890.54	59,392.10
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
381	03/24	AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	222.96	10/02/23
HEALTH INS REIMBURSEMENT								
381	03/24	AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	180.35	10/02/23
HEALTH INS REIMBURSEMENT								
381	03/24	AP		09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC	83.38	10/02/23
HEALTH INS REIMBURSEMENT								
ACCOUNT TOTAL						486.69	.00	486.69
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL								

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL						continued				
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES UTILITIES THRU 09/20/23	136.96		10/06/23	
ACCOUNT TOTAL							136.96	.00	136.96	
206-6637-436.85-01 UTILITIES / UTILITIES										
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES UTILITIES THRU 09/20/23	1,745.84		10/06/23	
ACCOUNT TOTAL							1,745.84	.00	1,745.84	
206-6647-436.85-01 UTILITIES / UTILITIES										
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES UTILITIES THRU 09/20/23	2,940.47		10/06/23	
ACCOUNT TOTAL							2,940.47	.00	2,940.47	
FUND TOTAL							5,309.96	.00	5,309.96	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
519		04/24 AP		10/01/23	0039702	BAUCH, JAMES C	495.00		09/29/23	
		HAP Lewis H 102023								
519		04/24 AP		10/01/23	0039750	RINNELS, DOUGLAS G.	282.00		09/29/23	
		HAP Wierck L 102023								
519		04/24 AP		10/01/23	0039750	RINNELS, DOUGLAS G.	850.00		09/29/23	
		HAP Hoffman K 102023								
519		04/24 AP		10/01/23	0039709	CHESTNUT, SHAWN	522.00		09/29/23	
		HAP Chestnut N 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	403.00		09/29/23	
		HAP Blake M 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	105.00		09/29/23	
		HAP Houdek C 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	290.00		09/29/23	
		HAP Poldberg J 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	354.00		09/29/23	
		HAP Nissen A 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	396.00		09/29/23	
		HAP Myers J 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	405.00		09/29/23	
		HAP Moore M 102023								
519		04/24 AP		10/01/23	0039717	EXCEPTIONAL PERSONS, INC.	386.00		09/29/23	
		HAP Anderson B 102023								

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519		04/24 AP		10/01/23	0039723	GOLD FALLS VILLA	455.00		09/29/23	
		HAP Shuman J 102023								
519		04/24 AP		10/01/23	0039723	GOLD FALLS VILLA	422.00		09/29/23	
		HAP Redmond D 102023								
519		04/24 AP		10/01/23	0039721	GEELAN, JOSEPH N.	349.00		09/29/23	
		HAP Becker T 102023								
519		04/24 AP		10/01/23	0039721	GEELAN, JOSEPH N.	361.00		09/29/23	
		HAP Juhl A 102023								
519		04/24 AP		10/01/23	0039725	GRAY, LEROY L. OR CAROLYN K.	800.00		09/29/23	
		HAP Mullins J 102023								
519		04/24 AP		10/01/23	0039700	BARTELT PROPERTIES L.C.	1,055.00		09/29/23	
		HAP Avino G 102023								
519		04/24 AP		10/01/23	0039700	BARTELT PROPERTIES L.C.	550.00		09/29/23	
		HAP Luck L 102023								
519		04/24 AP		10/01/23	0039700	BARTELT PROPERTIES L.C.	473.00		09/29/23	
		HAP Woodward C 102023								
519		04/24 AP		10/01/23	0039759	VALDIVIA, OSCAR J.	1,049.00		09/29/23	
		HAP Davis C 102023								
519		04/24 AP		10/01/23	0039763	WILKEN PROPERTIES, LLC	727.00		09/29/23	
		HAP Barfels K 102023								
519		04/24 AP		10/01/23	0039748	PURDY PROPERTIES, LLC	932.00		09/29/23	
		HAP Cummings A 102023								
519		04/24 AP		10/01/23	0039703	BETH N BROS LLC	808.00		09/29/23	
		HAP Beaman D 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	550.00		09/29/23	
		HAP Grant F 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	705.00		09/29/23	
		HAP Sumerall T 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	325.00		09/29/23	
		HAP Rogers S 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	775.00		09/29/23	
		HAP Mitchell L 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	992.00		09/29/23	
		HAP Terry M 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	775.00		09/29/23	
		HAP Keys A 102023								
519		04/24 AP		10/01/23	0039713	D & J PROPERTIES	687.00		09/29/23	
		HAP Redd S 102023								
519		04/24 AP		10/01/23	0039753	STANDARD FAMILY ASSIST.LIVING	273.00		09/29/23	
		HAP Refshauge T 102023								
519		04/24 AP		10/01/23	0039706	CEDAR APARTMENTS LLC	110.00		09/29/23	
		HAP Becerra C 102023								
519		04/24 AP		10/01/23	0039706	CEDAR APARTMENTS LLC	344.00		09/29/23	
		HAP Groskurth D 102023								
519		04/24 AP		10/01/23	0039719	FIRM FOUNDATION REAL ESTATE L	860.00		09/29/23	
		HAP Brown D 102023								
519		04/24 AP		10/01/23	0039755	SWEETING, LARRY	1,000.00		09/29/23	
		HAP Schumacher D 102023								
519		04/24 AP		10/01/23	0039711	CITY OF CARLSBAD	3,478.00		09/29/23	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519		HAP Levry S 102023		04/24 AP 10/01/23	0039730	HUNNY HOMES, LLC	800.00			09/29/23
519		HAP Prior D 102023		04/24 AP 10/01/23	0039730	HUNNY HOMES, LLC	722.00			09/29/23
519		HAP Lange S 102023		04/24 AP 10/01/23	0039730	HUNNY HOMES, LLC	671.00			09/29/23
519		HAP Meyer N 102023		04/24 AP 10/01/23	0039731	IACE LINCOLN MHP LLC	308.00			09/29/23
519		HAP Cochran S 102023		04/24 AP 10/01/23	0039731	IACE LINCOLN MHP LLC	595.00			09/29/23
519		HAP Rule S 102023		04/24 AP 10/01/23	0039731	IACE LINCOLN MHP LLC	448.00			09/29/23
519		HAP Wilder S 102023		04/24 AP 10/01/23	0039731	IACE LINCOLN MHP LLC	323.00			09/29/23
519		HAP Jones T 102023		04/24 AP 10/01/23	0039762	WASSERFORT, JOAN K.	1,022.00			09/29/23
519		HAP Vasquez A 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	182.00			09/29/23
519		HAP Ford M 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	518.00			09/29/23
519		HAP Henning S 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	391.00			09/29/23
519		HAP Mackie N 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	483.00			09/29/23
519		HAP Strickland L 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	262.00			09/29/23
519		HAP Martin H 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	238.00			09/29/23
519		HAP Matthias L 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	473.00			09/29/23
519		HAP Lebahn B 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	455.00			09/29/23
519		HAP Stegen R 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	220.00			09/29/23
519		HAP Stock M 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	342.00			09/29/23
519		HAP Wray M 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	487.00			09/29/23
519		HAP Greene L 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	544.00			09/29/23
519		HAP Howe J 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	445.00			09/29/23
519		HAP Hayden J 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	31.00			09/29/23
519		HAP Lenz J 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	385.00			09/29/23
519		HAP Shelton S 102023		04/24 AP 10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	133.00			09/29/23
		HAP_Brown J 102023								

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	191.00		09/29/23	
		HAP Garvis C 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	407.00		09/29/23	
		HAP Lewis C 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	136.00		09/29/23	
		HAP Friedrich D 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	423.00		09/29/23	
		HAP Huenefeld D 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	118.00		09/29/23	
		HAP Voy M 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	290.00		09/29/23	
		HAP Wright S 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	544.00		09/29/23	
		HAP Graves D 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	431.00		09/29/23	
		HAP Wright S 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	496.00		09/29/23	
		HAP Lippert R 102023								
519		04/24 AP		10/01/23	0039758	THUNDER RIDGE SR.APARTMENTS L	336.00		09/29/23	
		HAP Birk J 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	435.00		09/29/23	
		HAP Clark T 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	461.00		09/29/23	
		HAP Moore D 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	338.00		09/29/23	
		HAP Greene D 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	220.00		09/29/23	
		HAP Bradley J 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	217.00		09/29/23	
		HAP Porter J 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	171.00		09/29/23	
		HAP Dixon S 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	215.00		09/29/23	
		HAP Havlik C 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	427.00		09/29/23	
		HAP Temple S 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	540.00		09/29/23	
		HAP Henderson D 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	492.00		09/29/23	
		HAP Smith T 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	201.00		09/29/23	
		HAP Vaughn S 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	438.00		09/29/23	
		HAP Redd A 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	494.00		09/29/23	
		HAP Nelson B 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	165.00		09/29/23	
		HAP Dieken A 102023								
519		04/24 AP		10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	251.00		09/29/23	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519		HAP_Ford D 102023		04/24 AP 10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	417.00			09/29/23
519		HAP_Swartley J 102023		04/24 AP 10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	384.00			09/29/23
519		HAP_Gordon Jr. T 102023		04/24 AP 10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	533.00			09/29/23
519		HAP_Ducharme T 102023		04/24 AP 10/01/23	0039760	VILLAGE I AT NINE23 APARTMENT	533.00			09/29/23
519		HAP_Prior L 102023		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	78.00			09/29/23
519		BALM 4535924167		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	21.00			09/29/23
519		Guzzle 7174748062		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	43.00			09/29/23
519		Jurries 7681775462		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	123.00			09/29/23
519		Barnes 7598128389		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	75.00			09/29/23
519		Clinton 4729040291		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	72.00			09/29/23
519		Mullins 9837918987		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	119.00			09/29/23
519		Prior 5694286669		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	83.00			09/29/23
519		Brown 4106183471		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	103.00			09/29/23
519		Davis 7360272621		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	231.00			09/29/23
519		Santiago-Lebron 873557879		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	165.00			09/29/23
519		Young 1995063175		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	76.00			09/29/23
519		Rule 9816666531		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	186.00			09/29/23
519		Hoffman 1928441540		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	181.00			09/29/23
519		Davis 1373345676		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	167.00			09/29/23
519		Mitchell 0876307197		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	27.00			09/29/23
519		Schumacher 6504025619		04/24 AP 10/01/23	0039707	CEDAR FALLS UTILITIES-SEC.8	64.00			09/29/23
519		Keys 7930305447		04/24 AP 10/01/23	0039740	MALBEC PROPERTIES, LLC	362.00			09/29/23
519		HAP_Smith T 102023		04/24 AP 10/01/23	0039740	MALBEC PROPERTIES, LLC	492.00			09/29/23
519		HAP_Hepker D 102023		04/24 AP 10/01/23	0039740	MALBEC PROPERTIES, LLC	433.00			09/29/23
519		HAP_Halterman A 102023								

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	171.00			09/29/23
		HAP_Sherwood S 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	572.00			09/29/23
		HAP_Williams L 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	398.00			09/29/23
		HAP_Lam C 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	658.00			09/29/23
		HAP_Ricks F 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	613.00			09/29/23
		HAP_Dyer A 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	158.00			09/29/23
		HAP_Hall T 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	409.00			09/29/23
		HAP_Hunt M 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	750.00			09/29/23
		HAP_Davis K 102023								
519		04/24 AP		10/01/23	0039710	CHRISTOPHERSON RENTALS	543.00			09/29/23
		HAP_Hoffert J 102023								
519		04/24 AP		10/01/23	0039747	PETERSEN, RANDEL	1,003.00			09/29/23
		HAP_Brown S 102023								
519		04/24 AP		10/01/23	0039716	EPM IOWA	649.00			09/29/23
		HAP_Thompson T 102023								
519		04/24 AP		10/01/23	0039714	DC MANAGEMENT, LLC	683.00			09/29/23
		HAP_Strickland S 102023								
519		04/24 AP		10/01/23	0039738	KROEMER, KRAIG	750.00			09/29/23
		HAP_Chapman J 102023								
519		04/24 AP		10/01/23	0039739	LEGACY RESIDENTIAL	532.00			09/29/23
		HAP_Ross Z 102023								
519		04/24 AP		10/01/23	0039739	LEGACY RESIDENTIAL	30.00			09/29/23
		HAP_Jordan L 102023								
519		04/24 AP		10/01/23	0039745	OWL INVESTMENTS, LLC	544.00			09/29/23
		HAP_Schroeder S 102023								
519		04/24 AP		10/01/23	0039712	CRESCENT CONDOMINIUMS, LLC	494.00			09/29/23
		HAP_Lohr K 102023								
519		04/24 AP		10/01/23	0039727	HARRINGTON'S RENTAL LLC	746.00			09/29/23
		HAP_Larronda E 102023								
519		04/24 AP		10/01/23	0039718	FERNHOLZ, KARI L.	1,140.00			09/29/23
		HAP_Carlton D 102023								
519		04/24 AP		10/01/23	0039751	ROGERS, DERICK	811.00			09/29/23
		HAP_Sherwood J 102023								
519		04/24 AP		10/01/23	0039751	ROGERS, DERICK	1,373.00			09/29/23
		HAP_Santiago-Lebro 102023								
519		04/24 AP		10/01/23	0039735	KAI, BRENT	284.00			09/29/23
		HAP_Hamilton T 102023								
519		04/24 AP		10/01/23	0039743	MORRIS, RICHARD R.	1,200.00			09/29/23
		HAP_Young C 102023								
519		04/24 AP		10/01/23	0039752	STAND FIRM PROPERTIES LLC	380.00			09/29/23
		HAP_Hodge G 102023								
519		04/24 AP		10/01/23	0039752	STAND FIRM PROPERTIES LLC	708.00			09/29/23

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FUND 217 SECTION 8 HOUSING FUND									
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519				04/24 AP 10/01/23	0039765	WYMORE, LARRY R.	341.00		09/29/23
				HAP Rousseau G 102023					
519				04/24 AP 10/01/23	0039765	WYMORE, LARRY R.	171.00		09/29/23
				HAP MOFFETT J 102023					
519				04/24 AP 10/01/23	0039733	JDR PROPERTIES, INC.	215.00		09/29/23
				HAP Diaz J 102023					
519				04/24 AP 10/01/23	0039734	JLL EXTENDED STAY INN	172.00		09/29/23
				HAP Zanders D 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	600.00		09/29/23
				HAP BALM D 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	340.00		09/29/23
				HAP Saccento J 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	464.00		09/29/23
				HAP Harken G 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	325.00		09/29/23
				HAP Harmon A 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	352.00		09/29/23
				HAP Dzapo S 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	466.00		09/29/23
				HAP Haug K 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	417.00		09/29/23
				HAP Loffredo C 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	277.00		09/29/23
				HAP Lane S 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	343.00		09/29/23
				HAP Wilson J 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	411.00		09/29/23
				HAP Billman D 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	415.00		09/29/23
				HAP Cruise B 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	483.00		09/29/23
				HAP Garrigus S 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	726.00		09/29/23
				HAP Willis C 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	222.00		09/29/23
				HAP O'dell J 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	390.00		09/29/23
				HAP OBrien N 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	25.00		09/29/23
				HAP Hoodjer S 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	411.00		09/29/23
				HAP Lam K 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	414.00		09/29/23
				HAP Humphrey E 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	328.00		09/29/23
				HAP Rogers J 102023					
519				04/24 AP 10/01/23	0039761	VILLAGE II AT NINE23 APARTMEN	325.00		09/29/23
				HAP Nielsen J 102023					

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
519		04/24 AP		10/01/23 0039728	HOUSING AUTHORITY OF JOLIET	1,078.00		09/29/23	
		HAP Wilson Q 102023							
519		04/24 AP		10/01/23 0039728	HOUSING AUTHORITY OF JOLIET	1,951.00		09/29/23	
		HAP_Payne I 102023							
519		04/24 AP		10/01/23 0039729	HOWARD, BRAD	990.00		09/29/23	
		HAP_Thrower M 102023							
519		04/24 AP		10/01/23 0039749	R & R RENTAL PROPERTIES, LLC	536.00		09/29/23	
		HAP_Stewart J 102023							
519		04/24 AP		10/01/23 0039726	HAGEDORN, JEREMIAH	950.00		09/29/23	
		HAP_Clinton A 102023							
519		04/24 AP		10/01/23 0039726	HAGEDORN, JEREMIAH	830.00		09/29/23	
		HAP_Gottfried L 102023							
519		04/24 AP		10/01/23 0039724	GOV, LLC	1,100.00		09/29/23	
		HAP_Guzzle T 102023							
519		04/24 AP		10/01/23 0039705	CARL ERICSON	820.00		09/29/23	
		HAP_Leohr K 102023							
519		04/24 AP		10/01/23 0039705	CARL ERICSON	941.00		09/29/23	
		HAP_Burk B 102023							
519		04/24 AP		10/01/23 0039705	CARL ERICSON	694.00		09/29/23	
		HAP_Cooper L 102023							
519		04/24 AP		10/01/23 0039737	KIDWELL, STEVE	460.00		09/29/23	
		HAP_Tomlyanovich C 102023							
519		04/24 AP		10/01/23 0039764	WINGERT, BRIAN	355.00		09/29/23	
		HAP_Holden K 102023							
519		04/24 AP		10/01/23 0039754	STEIN INVESTMENTS, LLC	1,377.00		09/29/23	
		HAP_Gordon A 102023							
519		04/24 AP		10/01/23 0039744	OAKVIEW PROPERTIES LLC	1,000.00		09/29/23	
		HAP_Jurries P 102023							
519		04/24 AP		10/01/23 0039708	CEDAR VALLEY LIVING LLC	306.00		09/29/23	
		HAP_Bachman K 102023							
519		04/24 AP		10/01/23 0039708	CEDAR VALLEY LIVING LLC	251.00		09/29/23	
		HAP_White L 102023							
519		04/24 AP		10/01/23 0039757	THIRD AVE PLACE LLC	748.00		09/29/23	
		HAP_Boehmer R 102023							
519		04/24 AP		10/01/23 0039736	KELLY PROPERTY INVESTMENTS LL	245.00		09/29/23	
		HAP_Clayton R 102023							
519		04/24 AP		10/01/23 0039742	MCKERNAN, PAMELA	379.00		09/29/23	
		HAP_Buchanan J 102023							
519		04/24 AP		10/01/23 0039741	MCH INVESTMENTS LLC	536.00		09/29/23	
		HAP_Langel A 102023							
519		04/24 AP		10/01/23 0039741	MCH INVESTMENTS LLC	470.00		09/29/23	
		HAP_Barr G 102023							
519		04/24 AP		10/01/23 0039746	PAULSON, JAMES	296.00		09/29/23	
		HAP_Bond J 102023							
519		04/24 AP		10/01/23 0039715	ELMCREST ESTATES, L.C.	529.00		09/29/23	
		HAP_Davis D 102023							
519		04/24 AP		10/01/23 0039720	G P MANAGEMENT LLC	396.00		09/29/23	
		HAP_Wenzel J 102023							
519		04/24 AP		10/01/23 0039756	T.J.J.C. L.L.C.	274.00		09/29/23	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
519				04/24 AP 10/01/23	0039756	HAP_Dornbrock M 102023 T.J.J.C. L.L.C.	327.00			09/29/23
519				04/24 AP 10/01/23	0039756	HAP_Beck D 102023 T.J.J.C. L.L.C.	179.00			09/29/23
519				04/24 AP 10/01/23	0039756	HAP_Hornback K 102023 T.J.J.C. L.L.C.	376.00			09/29/23
519				04/24 AP 10/01/23	0039756	HAP_Bracelly J 102023 T.J.J.C. L.L.C.	432.00			09/29/23
519				04/24 AP 10/01/23	0039722	HAP_Fruchtenicht J 102023 GERDES III, BENJAMIN P.	1,600.00			09/29/23
519				04/24 AP 10/01/23	0039722	HAP_Barnes A 102023 GERDES III, BENJAMIN P.	257.00			09/29/23
519				04/24 AP 10/01/23	0039722	HAP_Allessi S 102023 GERDES III, BENJAMIN P.	1,110.00			09/29/23
519				04/24 AP 10/01/23	0039732	HAP_Orgell A 102023 J & A PROPERTIES	794.00			09/29/23
519				04/24 AP 10/01/23	0039701	HAP_Lowe L 102023 BARTELT RENTALS L.C.	964.00			09/29/23
519				04/24 AP 10/01/23	0039701	HAP_Woods N 102023 BARTELT RENTALS L.C.	477.00			09/29/23
519				04/24 AP 10/01/23	0039704	HAP_Luck J 102023 C & H HOLDINGS LLC	580.00			09/29/23
575				04/24 AP 04/01/23	0039768	HAP_Ross S 102023 LARSEN RENTALS LLC	850.00			10/06/23
						HAP_Grisby C 040223 RE-ISSUE CK#39311				
ACCOUNT TOTAL							96,916.00	.00		96,916.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
519				04/24 AP 10/01/23	0039711	AF_Levry S 102023 CITY OF CARLSBAD	58.45			09/29/23
519				04/24 AP 10/01/23	0039728	AF_Wilson Q 102023 HOUSING AUTHORITY OF JOLIET	48.79			09/29/23
519				04/24 AP 10/01/23	0039728	AF_Payne I 102023 HOUSING AUTHORITY OF JOLIET	48.79			09/29/23
ACCOUNT TOTAL							156.03	.00		156.03
FUND TOTAL							97,072.03	.00		97,072.03
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
575				04/24 AP 10/04/23	0004837	RCD:RLS.REAL ESTATE MORT. BLACK HAWK CO.RECORDER 912 CALUMETT DR.	42.00			10/06/23
ACCOUNT TOTAL							42.00	.00		42.00

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FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.										
480		03/24 AP		09/22/23	0004835	DANIELS HOME IMPROVEMENT LINDA SEATHER	10,048.50			09/26/23
		REHAB:912		CALUMETT						
ACCOUNT TOTAL							10,048.50	.00	10,048.50	
FUND TOTAL							10,090.50	.00	10,090.50	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
545		04/24 AP		10/03/23	0399209	STOW, CHRISTIAN CAMERA OPERATOR	100.00			10/04/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
545		04/24 AP		10/03/23	0399210	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			10/04/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
545		04/24 AP		10/03/23	0399204	DEWITT, JASON CAMERA OPERATOR	120.00			10/04/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
545		04/24 AP		10/03/23	0399206	KRESS, AGNES M CAMERA OPERATOR	100.00			10/04/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
575		04/24 AP		10/03/23	0399236	ENGEL, JEFF ANNOUNCER	100.00			10/06/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
575		04/24 AP		10/03/23	0399232	BOBELDYK, MICHAEL JOHN ANNOUNCER	100.00			10/06/23
		CF GIRLS SWIMMING-IC HIGH								
PROJECT#:		759								
530		04/24 AP		09/30/23	0399203	WALTERS, CLAYTON CAMERA OPERATOR	200.00			10/02/23
		UNI FBALL-YOUNGSTOWN ST.								
PROJECT#:		756								
530		04/24 AP		09/30/23	0399197	KRESS, AGNES M CAMERA OPERATOR	200.00			10/02/23
		UNI FBALL-YOUNGSTOWN ST.								
PROJECT#:		756								
530		04/24 AP		09/30/23	0399199	STOW, CHRISTIAN CAMERA OPERATOR	200.00			10/02/23
		UNI FBALL-YOUNGSTOWN ST.								
PROJECT#:		756								
530		04/24 AP		09/30/23	0399196	DEWITT, JASON CAMERA OPERATOR	200.00			10/02/23
		UNI FBALL-YOUNGSTOWN ST.								
PROJECT#:		756								
509		03/24 AP		09/26/23	0399192	SIMPSON, MARK ANNOUNCER	125.00			09/28/23
		CF VBALL-DBQ WAHLERT								
PROJECT#:		759								
509		03/24 AP		09/26/23	0399189	LONGNECKER, JEREMIAH ANNOUNCER	100.00			09/28/23
		CF VBALL-DBQ WAHLERT								
PROJECT#:		759								

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FUND 254 CABLE TV FUND											
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING							continued				
509		03/24 AP			09/26/23	0399185	DEWITT, JASON CAMERA OPERATOR	100.00		09/28/23	
PROJECT#: 759											
509		03/24 AP			09/26/23	0399193	STOW, CHRISTIAN CAMERA OPERATOR	100.00		09/28/23	
PROJECT#: 759											
509		03/24 AP			09/26/23	0399188	KRESS, AGNES M CAMERA OPERATOR	100.00		09/28/23	
PROJECT#: 759											
509		03/24 AP			09/26/23	0399194	WALTERS, CLAYTON CAMERA OPERATOR	100.00		09/28/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399181	SIMPSON, MARK ANNOUNCER	125.00		09/26/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399178	LONGNECKER, JEREMIAH ANNOUNCER	125.00		09/26/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399174	DEWITT, JASON CAMERA OPERATOR	125.00		09/26/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399182	STOW, CHRISTIAN CAMERA OPERATOR	125.00		09/26/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399177	KRESS, AGNES M CAMERA OPERATOR	125.00		09/26/23	
PROJECT#: 759											
480		03/24 AP			09/22/23	0399183	WALTERS, CLAYTON CAMERA OPERATOR	125.00		09/26/23	
PROJECT#: 759											
ACCOUNT TOTAL								2,795.00	.00	2,795.00	
FUND TOTAL								2,795.00	.00	2,795.00	
FUND 258 PARKING FUND											
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
381		03/24 AP			09/05/23	0007080	PROFESSIONAL SOLUTIONS	188.51		10/02/23	
AUGUST CREDIT CARD FEES											
381		03/24 AP			09/05/23	0007081	PROFESSIONAL SOLUTIONS	83.79		10/02/23	
AUGUST CREDIT CARD FEES											
381		03/24 AP			09/05/23	0007082	PROFESSIONAL SOLUTIONS	219.85		10/02/23	
AUGUST CREDIT CARD FEES											
381		03/24 AP			09/05/23	0007083	PROFESSIONAL SOLUTIONS	13.86		10/02/23	
AUGUST CREDIT CARD FEES											
381		03/24 AP			09/05/23	0007084	PROFESSIONAL SOLUTIONS	20.41		10/02/23	
AUGUST CREDIT CARD FEES											

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
ACCOUNT TOTAL							526.42	0.00	526.42
FUND TOTAL							526.42	0.00	526.42
FUND 261 TOURISM & VISITORS									
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
509		03/24 AP		09/11/23	0399191	PICKAR, JENNIFER	27.03		09/28/23
PROJECT#: 032424						RMB:FUEL-UMCVB CONFERENCE			
						BROOKINGS, SD			
ACCOUNT TOTAL							27.03	0.00	27.03
261-2291-423.85-01 UTILITIES / UTILITIES									
575		04/24 AP		09/20/23	0399233	CEDAR FALLS UTILITIES	612.94		10/06/23
						UTILITIES THRU 09/20/23			
ACCOUNT TOTAL							612.94	0.00	612.94
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
381		03/24 AP		09/05/23	0007087	PROFESSIONAL SOLUTIONS	50.42		10/02/23
						AUGUST CREDIT CARD FEES			
ACCOUNT TOTAL							50.42	0.00	50.42
FUND TOTAL							690.39	0.00	690.39
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
287		04/24 AP		09/05/23	0399216	CEDAR FALLS UTILITIES	2,047.51		09/26/23
						COMMUNITY CENTR UTILITIES			
ACCOUNT TOTAL							2,047.51	0.00	2,047.51
262-1092-423.87-01 RENTALS / RENTALS									
545		04/24 AP		09/27/23	0399208	MEGAN RUBENDALL	250.00		10/04/23
						REFUND-SECURITY DEPOSIT			
ACCOUNT TOTAL							250.00	0.00	250.00
FUND TOTAL							2,297.51	0.00	2,297.51

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GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP								
381		03/24	AP	09/15/23	0007062	EMC RISK SERVICES, LLC	837.91	10/02/23
						WORKER COMP-POLICE CLAIM		
381		03/24	AP	09/14/23	0007061	EMC RISK SERVICES, LLC	5,293.40	10/02/23
						WORKER COMP-POLICE CLAIM		
						SPECIAL REQUEST		
ACCOUNT TOTAL						6,131.31	.00	6,131.31
FUND TOTAL						6,131.31	.00	6,131.31
FUND 293 FIRE RETIREMENT FUND								
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP								
381		03/24	AP	09/15/23	0007062	EMC RISK SERVICES, LLC	1,691.69	10/02/23
						WORKER COMP-FIRE CLAIM		
ACCOUNT TOTAL						1,691.69	.00	1,691.69
FUND TOTAL						1,691.69	.00	1,691.69
FUND 294 LIBRARY RESERVE								
FUND 295 SOFTBALL PLAYER CAPITAL								
FUND 296 GOLF CAPITAL								
FUND 297 REC FACILITIES CAPITAL								
FUND 298 HEARST CAPITAL								
FUND 311 DEBT SERVICE FUND								
FUND 402 WASHINGTON PARK FUND								
FUND 404 FEMA								
FUND 405 FLOOD RESERVE FUND								
FUND 407 VISION IOWA PROJECT								
FUND 408 STREET IMPROVEMENT FUND								
FUND 410 CORONAVIRUS LOCAL RELIEF								
FUND 430 2004 TIF BOND								
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ		
575		04/24	AP	09/20/23	0399233	CEDAR FALLS UTILITIES	35.25	10/06/23
						UTILITIES THRU 09/20/23		
ACCOUNT TOTAL						35.25	.00	35.25
FUND TOTAL						35.25	.00	35.25

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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								
FUND 472		PARKADE RENOVATION								
FUND 473		SIDEWALK ASSESSMENT								
FUND 483		ECONOMIC DEVELOPMENT								
FUND 484		ECONOMIC DEVELOPMENT LAND								
FUND 541	2018	STORM WATER BONDS								
FUND 544	2008	SEWER BONDS								
FUND 545	2018	SEWER BONDS								
FUND 546		SEWER IMPROVEMENT FUND								
FUND 547		SEWER RESERVE FUND								
FUND 548	1997	SEWER BOND FUND								
FUND 549	1992	SEWER BOND FUND								
FUND 550	2000	SEWER BOND FUND								
FUND 551		REFUSE FUND								
551-0000-213.00-00		CURRENT LIABILITY / SALES TAX PAYABLE								
381	03/24	AP 09/08/23	0007072		IOWA DEPT.OF REVENUE	222.36			10/02/23	
		MONTHLY SALES TAX			COMMERCIAL GARBAGE A/R					
		ACCOUNT TOTAL				222.36	.00		222.36	
551-6675-436.64-02		INSURANCE / HEALTH INS. REIMBURSEMENT								
381	03/24	AP 09/14/23	0007076		ISOLVED BENEFIT SERVICES, INC	110.05			10/02/23	
		HEALTH INS REIMBURSEMENT								
		ACCOUNT TOTAL				110.05	.00		110.05	
551-6685-436.64-02		INSURANCE / HEALTH INS. REIMBURSEMENT								
381	03/24	AP 09/14/23	0007076		ISOLVED BENEFIT SERVICES, INC	61.37			10/02/23	
		HEALTH INS REIMBURSEMENT								
		ACCOUNT TOTAL				61.37	.00		61.37	
551-6685-436.85-01		UTILITIES / UTILITIES								
575	04/24	AP 09/20/23	0399233		CEDAR FALLS UTILITIES	1,793.43			10/06/23	
		UTILITIES THRU 09/20/23								
		ACCOUNT TOTAL				1,793.43	.00		1,793.43	

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
FUND 551 REFUSE FUND										
551-6685-436.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING				
575		04/24	AP	09/20/23	0399233	CEDAR FALLS UTILITIES UTILITIES THRU 09/20/23	6,603.33			10/06/23
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
480		03/24	AP	09/15/23	0399173	BLACK HAWK CO.LANDFILL LANDFILL SRV:9/1-9/15/23	23,348.43			09/26/23
						ACCOUNT TOTAL	23,348.43	.00	23,348.43	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
381		03/24	AP	09/08/23	0007072	IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL GARBAGE	177.46			10/02/23
						ACCOUNT TOTAL	177.46	.00	177.46	
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
381		03/24	AP	09/05/23	0007090	PROFESSIONAL SOLUTIONS AUGUST CREDIT CARD FEES	494.53			10/02/23
381		03/24	AP	09/05/23	0007084	PROFESSIONAL SOLUTIONS AUGUST CREDIT CARD FEES	53.01			10/02/23
						ACCOUNT TOTAL	547.54	.00	547.54	
						FUND TOTAL	32,863.97	.00	32,863.97	
FUND 552 SEWER RENTAL FUND										
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
381		03/24	AP	09/14/23	0007076	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	77.44			10/02/23
						ACCOUNT TOTAL	77.44	.00	77.44	
552-6665-436.85-01 UTILITIES / UTILITIES										
575		04/24	AP	09/20/23	0399233	CEDAR FALLS UTILITIES UTILITIES THRU 09/20/23	2,826.90			10/06/23
						ACCOUNT TOTAL	2,826.90	.00	2,826.90	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
480		03/24	AP	09/15/23	0399173	BLACK HAWK CO.LANDFILL	49.88			09/26/23

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GROUP	PO	ACCTG	---	TRANSACTION---					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
LANDFILL SRV:9/1-9/15/23									
ACCOUNT TOTAL							49.88	.00	49.88
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
575 04/24 AP 09/20/23 0399233 CEDAR FALLS UTILITIES									
UTILITIES THRU 09/20/23									
ACCOUNT TOTAL							6,603.33	.00	6,603.33
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
381 03/24 AP 09/08/23 0007072 IOWA DEPT.OF REVENUE									
MONTHLY SALES TAX COMMERCIAL SEWER									
ACCOUNT TOTAL							12,749.15	.00	12,749.15
552-6665-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT									
575 04/24 AP 10/04/23 0399240 RITA STICKLEY									
RMB:REMOVAL CROSS CONNECT SAN. SEWER									
PROJECT#: 023291									
480 03/24 AP 09/21/23 0399176 JOHN SCOTT DICKINSON									
RMB:REMOVAL CROSS CONNECT SAN. SEWER									
PROJECT#: 023291									
480 03/24 AP 09/21/23 0399175 ELIZABETH WILSON									
RMB:REMOVAL CROSS CONNECT SAN. SEWER									
PROJECT#: 023291									
ACCOUNT TOTAL							12,000.00	.00	12,000.00
FUND TOTAL							34,306.70	.00	34,306.70
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
575 04/24 AP 09/20/23 0399233 CEDAR FALLS UTILITIES									
UTILITIES THRU 09/20/23									
ACCOUNT TOTAL							6,603.33	.00	6,603.33
FUND TOTAL							6,603.33	.00	6,603.33

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
530		04/24 AP		09/19/23	0399201	VERIZON WIRELESS	920.49		10/02/23
						WIRELESS SRV:9/20-10/19			
530		04/24 AP		09/06/23	0399200	U.S. CELLULAR	3,406.03		10/02/23
						WIRELESS SRV:9/6-10/5/23			
						ACCOUNT TOTAL	4,326.52	.00	4,326.52
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
530		04/24 AP		09/06/23	0399200	U.S. CELLULAR	40.53		10/02/23
						TABLET			
						ACCOUNT TOTAL	40.53	.00	40.53
						FUND TOTAL	4,367.05	.00	4,367.05
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
381		03/24 AP		09/29/23	0007102	WELLMARK IOWA	66,116.84		10/02/23
						HEALTH CLAIMS PROCESSING			
381		03/24 AP		09/25/23	0007066	EXPRESS SCRIPTS, INC.	42,462.65		10/02/23
						RX CLAIMS PROCESSING			
381		03/24 AP		09/25/23	0007103	WEX HEALTH, INC.	120.60		10/02/23
						COBRA MONTHLY ADMIN FEE			
381		03/24 AP		09/18/23	0007065	EXPRESS SCRIPTS, INC.	16,887.35		10/02/23
						RX CLAIMS PROCESSING			
381		03/24 AP		09/15/23	0007100	WELLMARK IOWA	62,239.24		10/02/23
						HEALTH CLAIMS PROCESSING			
381		03/24 AP		09/15/23	0007101	WELLMARK IOWA	50,805.62		10/02/23
						HEALTH CLAIMS PROCESSING			
381		03/24 AP		09/11/23	0007064	EXPRESS SCRIPTS, INC.	10,690.60		10/02/23
						RX CLAIMS PROCESSING			
381		03/24 AP		09/08/23	0007100	WELLMARK IOWA	58,192.70		10/02/23
						HEALTH CLAIMS PROCESSING			
381		03/24 AP		09/05/23	0007063	EXPRESS SCRIPTS, INC.	8,869.41		10/02/23
						RX CLAIMS PROCESSING			
381		03/24 AP		09/01/23	0007099	WELLMARK IOWA	54,553.86		10/02/23
						HEALTH CLAIMS PROCESSING			
						ACCOUNT TOTAL	370,938.87	.00	370,938.87
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
381		03/24 AP		09/05/23	0007060	DELTA DENTAL OF IOWA	8,224.24		10/02/23
						SEPTEMBER 2023 DENTAL			
						ACCOUNT TOTAL	8,224.24	.00	8,224.24

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NBR	NBR	PER.	CD	DATE					POST DT
FUND 680 HEALTH INSURANCE FUND									
						FUND TOTAL	379,163.11	.00	379,163.11
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS			
509				03/24 AP 09/27/23	0399195	WINTERBERG, PATSY	611.70		09/28/23
						RMB:OCT-DEC'23 HEALTH SEV			
509				03/24 AP 09/27/23	0399195	WINTERBERG, PATSY	712.20		09/28/23
						RMB:OCT-DEC'23 HEALTH SEV			
						MEDICARE SUPPL.-PATSY			
						MEDICARE SUPPL.-GAYLEN			
						ACCOUNT TOTAL	1,323.90	.00	1,323.90
						FUND TOTAL	1,323.90	.00	1,323.90
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00						PAYROLL LIABILITY / FEDERAL TAXES			
381				03/24 AP 09/25/23	0007096	UNITED STATES TREASURY	74,784.99		10/02/23
						FEDERAL WITHHOLDING TAX			
						09/22/23 PAYROLL			
381				03/24 AP 09/11/23	0007095	UNITED STATES TREASURY	70,189.77		10/02/23
						FEDERAL WITHHOLDING TAX			
						09/08/23 PAYROLL			
						ACCOUNT TOTAL	144,974.76	.00	144,974.76
686-0000-222.02-00						PAYROLL LIABILITY / STATE WITHHOLDING			
381				03/24 AP 09/25/23	0007073	IOWA DEPT.OF REVENUE	30,420.54		10/02/23
						STATE WITHHOLDING TAX			
						09/22/23 PAYROLL			
381				03/24 AP 09/11/23	0007071	IOWA DEPT.OF REVENUE	29,016.50		10/02/23
						STATE WITHHOLDING TAX			
						09/08/23 PAYROLL			
						ACCOUNT TOTAL	59,437.04	.00	59,437.04
686-0000-222.03-00						PAYROLL LIABILITY / FICA			
381				03/24 AP 09/25/23	0007096	UNITED STATES TREASURY	83,332.00		10/02/23
						SS & MQGE/MEDICARE TAX			
						09/22/23 PAYROLL			
381				03/24 AP 09/11/23	0007095	UNITED STATES TREASURY	82,706.28		10/02/23
						SS & MQGE/MEDICARE TAX			
						09/08/23 PAYROLL			
						ACCOUNT TOTAL	166,038.28	.00	166,038.28
686-0000-222.04-00						PAYROLL LIABILITY / IPERS			
381				03/24 AP 09/26/23	0007070	I.P.E.R.S.	151,726.02		10/02/23
						IPERS SEPTEMBER 2023			
						ACCOUNT TOTAL	151,726.02	.00	151,726.02

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FUND 686 PAYROLL FUND								
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE								
381		03/24 AP		09/25/23	0007059 COLLECTION SERVICES CENTER	1,137.52		10/02/23
					CHILD SUPPORT PAYMENTS			
					09/22/23 PAYROLL			
381		03/24 AP		09/22/23	0007077 ISOLVED BENEFIT SERVICES, INC	6,538.99		10/02/23
					CAFETERIA PLAN			
					09/22/23 PAYROLL			
381		03/24 AP		09/20/23	0007098 VOYA FINANCIAL	14,006.75		10/02/23
					EMPLOYEE 457 CONTRIBUTION			
					09/22/23 PAYROLL			
381		03/24 AP		09/11/23	0007058 COLLECTION SERVICES CENTER	1,137.52		10/02/23
					CHILD SUPPORT PAYMENTS			
					09/08/23 PAYROLL			
381		03/24 AP		09/08/23	0007074 ISOLVED BENEFIT SERVICES, INC	6,538.99		10/02/23
					CAFETERIA PLAN			
					09/08/23 PAYROLL			
381		03/24 AP		09/06/23	0007097 VOYA FINANCIAL	14,406.75		10/02/23
					EMPLOYEE 457 CONTRIBUTION			
					09/08/23 PAYROLL			
					ACCOUNT TOTAL	43,766.52	.00	43,766.52
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT								
381		03/24 AP		09/01/23	0007079 MUNICIPAL FIRE & POLICE RETIR	171,780.00		10/02/23
					MFPFSI RETIREMENT			
					ACCOUNT TOTAL	171,780.00	.00	171,780.00
					FUND TOTAL	737,722.62	.00	737,722.62
FUND 687 WORKERS COMPENSATION FUND								
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE								
381		03/24 AP		09/15/23	0007062 EMC RISK SERVICES, LLC	900.00		10/02/23
					WORKER COMP ADMIN FEE			
381		03/24 AP		09/15/23	0007062 EMC RISK SERVICES, LLC		646.48	10/02/23
					WORKER COMP CLAIM-MCR CR			
381		03/24 AP		09/15/23	0007062 EMC RISK SERVICES, LLC	3,298.01		10/02/23
					WORKER COMP CLAIM			
					ACCOUNT TOTAL	4,198.01	646.48	3,551.53
					FUND TOTAL	4,198.01	646.48	3,551.53
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE								
381		03/24 AP		09/15/23	0007062 EMC RISK SERVICES, LLC	75.00		10/02/23
					LIABILITY CLAIM			
					ACCOUNT TOTAL	75.00	.00	75.00

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 689						LIABILITY INSURANCE FUND			
						FUND TOTAL	75.00	.00	75.00
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	1,387,546.39	1,537.02	1,386,009.37

COUNCIL INVOICES FOR 10/16/23 MEETING

Item 27.

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GROUP	PO	ACCTG	---TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE	NUMBER			POST DT
FUND 101 GENERAL FUND							
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
571	04/24	AP	10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.78	10/10/23
					COPY PAPER		
497	04/24	AP	09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11	10/10/23
					ORANGE HIGHLIGHTERS		
497	04/24	AP	09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.27	10/10/23
					LASER PRINTER LABELS 2X4		
497	04/24	AP	09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52	10/10/23
					COPY PAPER		
497	04/24	AP	09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.55	10/10/23
					STAMP INK REFILL, STAPLER, RED GEL PENS		
					ACCOUNT TOTAL	25.23	.00 25.23
101-1008-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION							
571	04/24	AP	10/02/23	0000000	IMFOA	125.00	10/10/23
					IA CERT. MUNI. CLERK APP KIM KERR		
					ACCOUNT TOTAL	125.00	.00 125.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
571	04/24	AP	10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70	10/10/23
					COPY PAPER		
					ACCOUNT TOTAL	5.70	.00 5.70
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
571	04/24	AP	10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49	10/10/23
					COPY PAPER		
					ACCOUNT TOTAL	28.49	.00 28.49
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS							
532	04/24	AP	08/25/23	0144456	US BANK	340.00	10/05/23
					ASSN *ORDER FY24 MEMBERSHIP-KOCKLER		
					ACCOUNT TOTAL	340.00	.00 340.00
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION							
532	04/24	AP	09/20/23	0144456	US BANK	29.99	10/05/23
					AMAZON.COM*TX4A73RJ2 MGMT GUIDE BOOK		
					ACCOUNT TOTAL	29.99	.00 29.99

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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											
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
571		04/24 AP		10/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	87.11		108.81	10/10/23	
		EASEL PADS/PENS & REFILLS									
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.10		108.81	10/10/23	
		COPY PAPER									
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.60		108.81	10/10/23	
		PLASTIC CLIPBOARDS									
		ACCOUNT TOTAL						108.81	.00	108.81	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		2.28	10/10/23	
		COPY PAPER									
		ACCOUNT TOTAL						2.28	.00	2.28	
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK											
571		04/24 AP		10/01/23	0000000	ONE SOURCE THE BACKGROUND CHE	169.20		169.20	10/10/23	
		SEPTEMBER APPLICANTS 09/01-10/01/23									
		ACCOUNT TOTAL						169.20	.00	169.20	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES											
571		04/24 AP		09/28/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		75.00	10/10/23	
		JOB AD:REC CTR-SPORTS/REC 09/28/23 DISPLAY/WEB									
571		04/24 AP		09/28/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		75.00	10/10/23	
		JOB AD:SEASONAL LABORERS 09/28/23 DISPLAY/WEB									
571		04/24 AP		09/28/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		75.00	10/10/23	
		JOB AD:AQUATICS 09/28/23 DISPLAY/WEB									
571		04/24 AP		09/28/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		75.00	10/10/23	
		JOB AD:EQUPT. MECHANIC 09/28/23 DISPLAY/WEB									
515		04/24 AP		09/24/23	0000000	COURIER COMMUNICATIONS-ADVERT	850.00		850.00	10/10/23	
		60,000 DIGITAL-W/ PRINT AMP DIGITAL									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	450.00		450.00	10/10/23	
		30,000 DIGITAL PER MONTH ONLINE									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	54.95		54.95	10/10/23	
		9/13 STRIP (PAGE BOTTOM) COURIER									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	16.50		16.50	10/10/23	
		JOB AD:POLICE OFFICER COURIER									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	34.71		34.71	10/10/23	
		JOB AD:SEASONAL LABORERS COURIER									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	34.71		34.71	10/10/23	
		JOB AD:REC./PROG. STAFF COURIER									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	34.71		34.71	10/10/23	
		JOB AD:AQUATICS COURIER									
515		04/24 AP		09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	45.50		45.50	10/10/23	
		JOB AD:EQUIPMT. MECHANIC COURIER									

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
515				04/24 AP 09/23/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	56.50		10/10/23	
				JOB AD:WW TREATMT OPERATR						
515				04/24 AP 09/21/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	35.00		10/10/23	
				FRONT PAGE STRIP AD-OCT						
515				04/24 AP 09/21/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	45.50		10/10/23	
				JOB AD:POLICE OFFICER						
515				04/24 AP 09/19/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	35.00		10/10/23	
				FRONT PAGE STRIP AD-OCT						
515				04/24 AP 09/15/23	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	39.00		10/10/23	
				SEARCH BOOST						
571				04/24 AP 09/14/23	0000000	CEDAR VALLEY SAVER, INC. 09/14/23 DISPLAY/WEB	75.00		10/10/23	
				JOB AD:REC CTR-SPORTS/REC						
571				04/24 AP 09/14/23	0000000	CEDAR VALLEY SAVER, INC. 09/14/23 DISPLAY/WEB	75.00		10/10/23	
				JOB AD:SEASONAL LABORERS						
571				04/24 AP 09/14/23	0000000	CEDAR VALLEY SAVER, INC. 09/14/23 DISPLAY/WEB	75.00		10/10/23	
				JOB AD:AQUATICS						
515				04/24 AP 09/12/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	42.61		10/10/23	
				JOB AD:PUB.SAFETY OFFICER						
515				04/24 AP 09/09/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	42.64		10/10/23	
				JOB AD:PUB.SAFETY OFFICER						
515				04/24 AP 09/06/23	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	500.00		10/10/23	
				PPC						
515				04/24 AP 09/06/23	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	650.00		10/10/23	
				AUDIENCE TARGET DISPLAY						
515				04/24 AP 09/06/23	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	300.00		10/10/23	
				MOBILE LOCATION						
515				04/24 AP 09/05/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	42.64		10/10/23	
				JOB AD:PUB.SAFETY OFFICER						
532				04/24 AP 09/05/23	0144456	US BANK	119.95		10/05/23	
				LINKEDIN 8658078866						
515				04/24 AP 09/02/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	42.64		10/10/23	
				JOB AD:PUB.SAFETY OFFICER						
532				04/24 AP 09/01/23	0144456	US BANK	950.00		10/05/23	
				ISU CAREER FAIRS						
515				04/24 AP 08/31/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:AQUATICS						
515				04/24 AP 08/31/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:SEASONAL LABORERS						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD: REC. POSITIONS						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:AQUATICS						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:WORKER MAINTENANCE						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:ENGR TECH II						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	26.95		10/10/23	
				JOB AD:CIVIL CAD/GIS TECH						
515				04/24 AP 08/29/23	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		10/10/23	

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
515		04/24 AP		08/29/23	0000000	JOB AD:SEASONAL LABORERS COURIER COMMUNICATIONS-ADVERT	42.64		10/10/23	
532		04/24 AP		08/23/23	0144456	JOB AD:PUB.SAFETY OFFICER US BANK	150.00		10/05/23	
						ISU CAREER FAIRS ISU CAREER FAIR REG.-9/26				
						ACCOUNT TOTAL	5,355.80	.00	5,355.80	
101-1038-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
571		04/24 AP		10/08/23	0000000	CARLSON DETTMANN CONSULTING L CLASSIFICATION REVIEW	275.00		10/10/23	
						ACCOUNT TOTAL	275.00	.00	275.00	
101-1038-441.83-01						TRANSPORTATION&EDUCATION / TRAINING & TRAVEL				
532		04/24 AP		09/14/23	0144456	US BANK WM SUPERCENTER #753	22.78		10/05/23	
						SNACKS FOR MGMT TRAINING				
						ACCOUNT TOTAL	22.78	.00	22.78	
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		10/10/23	
						ACCOUNT TOTAL	3.42	.00	3.42	
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
571		04/24 AP		10/01/23	0000000	THOMSON REUTERS - WEST WESTLAW INFORMATION	741.54		10/10/23	
						09/01/23-09/30/23				
						ACCOUNT TOTAL	741.54	.00	741.54	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
571		04/24 AP		10/06/23	0000000	AHLERS AND COONEY, P.C. LGL:GENERAL	258.00		10/10/23	
						07/17/23-08/09/23				
571		04/24 AP		09/22/23	0000000	AHLERS AND COONEY, P.C. LGL:CONTESTED SERV. AREA	256.50		10/10/23	
						08/21/23-08/25/23				
571		04/24 AP		09/20/23	0000000	AHLERS AND COONEY, P.C. LGL:JUDICIAL REVIEW	1,437.00		10/10/23	
						08/10/23-09/15/23				
						ACCOUNT TOTAL	1,951.50	.00	1,951.50	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				

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GROUP	PO	ACCTG	---	TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
533		04/24	AP	09/14/23	0144456	US BANK	13.95			10/05/23
						MARTIN BROTHERS				
						SILVERWARE & SUGAR				
533		04/24	AP	09/05/23	0144456	US BANK	9.72			10/05/23
						AMAZON.COM*TL67T0V00				
						PENS				
						ACCOUNT TOTAL	23.67	.00		23.67
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
533		04/24	AP	09/12/23	0144456	US BANK	90.00			10/05/23
						INTUIT *QBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
						ACCOUNT TOTAL	90.00	.00		90.00
101-1060-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
533		04/24	AP	09/18/23	0144456	US BANK	345.41			10/05/23
						PANERA BREAD #203210 O				
						INSERVICE LUNCH				
						ACCOUNT TOTAL	345.41	.00		345.41
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
533		04/24	AP	09/20/23	0144456	US BANK	59.99			10/05/23
						AMZN MKTP US*TX27H6902				
						FOTL:YOUTH-DECIBEL METER				
533		04/24	AP	09/19/23	0144456	US BANK	31.00			10/05/23
						COPYWORKS CEDAR FALLS				
						FOTL:YOUTH-POSTER PRINTNG				
533		04/24	AP	09/18/23	0144456	US BANK	77.81			10/05/23
						HY-VEE CEDAR FALLS 1052				
						FOTL:YA-SNACKS				
533		04/24	AP	09/14/23	0144456	US BANK	30.71			10/05/23
						HY-VEE CEDAR FALLS 1052				
						FOTL:ADULT-SODA & TEA				
533		04/24	AP	09/14/23	0144456	US BANK	34.97			10/05/23
						MARTIN BROTHERS				
						FOTL:ADULT-POPCORN, OIL,				
533		04/24	AP	09/14/23	0144456	US BANK	5.29			10/05/23
						AMAZON.COM*TR5HR2YO2				
						FOTL:YA-EPSOM SALT				
533		04/24	AP	09/13/23	0144456	US BANK	30.17			10/05/23
						AMZN MKTP US*TR2959EC1				
						FOTL:YA-CITRIC ACID &				
533		04/24	AP	09/12/23	0144456	US BANK	35.86			10/05/23
						AMAZON.COM*TR5ZM3510 AMZN				
						FOTL:YOUTH-YOUTH BOOKS				
533		04/24	AP	09/07/23	0144456	US BANK	24.44			10/05/23
						AMZN MKTP US*TL9EW6790				
						FOTL:YOUTH-STICKERS				
533		04/24	AP	09/07/23	0144456	US BANK	62.08			10/05/23
						HY-VEE CEDAR FALLS 1052				
						FOTL:YA-TRAIL MX SUPPLIES				
533		04/24	AP	09/07/23	0144456	US BANK	10.00			10/05/23
						SQ *HERE'S WHAT'S POPPIN				
						FOTL:YA-GIFT CARD				
533		04/24	AP	09/04/23	0144456	US BANK	238.40			10/05/23
						AMZN MKTP US*TL4TL6EU2				
						FOTL:YA-CHAIRS & CHAIR				
533		04/24	AP	09/01/23	0144456	US BANK	247.98			10/05/23
						AMZN MKTP US*T30H01DS1				
						FOTL:YA-STOOLS				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
533		04/24	AP	08/28/23	0144456	US BANK	39.93		10/05/23	
		AMZN MKTP	US	*T31XM9VC2	AM	FOTL:YOUTH-PARTY FAVOR				
533		04/24	AP	08/28/23	0144456	US BANK	29.49		10/05/23	
		AMZN MKTP	US	*T385B50K0		FOTL:YA-SNACKS				
533		04/24	AP	08/28/23	0144456	US BANK	57.47		10/05/23	
		AMZN MKTP	US	*T36PB3VX2		FOTL:YA-SNACKS				
533		04/24	AP	08/24/23	0144456	US BANK	84.63		10/05/23	
		AMZN MKTP	US	*TQ4047KA0	AM	FOTL:COLAB-CAKE MOLDS &				
533		04/24	AP	08/24/23	0144456	US BANK	51.34		10/05/23	
		AMZN MKTP	US	*T383L7OG2		FOTL:YOUTH-MAGNFIER, LOCK,				
		ACCOUNT TOTAL						1,151.56	.00	1,151.56
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
533		04/24	AP	09/20/23	0144456	US BANK	15.00		10/05/23	
		SQ	*	CEDAR FALLS LASER ENG		BERG 2 RMB SLP '23-TROPHY				
		ACCOUNT TOTAL						15.00	.00	15.00
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
533		04/24	AP	08/28/23	0144456	US BANK	94.86		10/05/23	
		AMZN MKTP	US	*T30ZL90T0		KEYBOARD & MOUSE COMBOS				
		ACCOUNT TOTAL						94.86	.00	94.86
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
533		04/24	AP	09/11/23	0144456	US BANK	6.49		10/05/23	
		AMZN MKTP	US	*TR4NR01C2		PAINT BRUSHES				
533		04/24	AP	09/11/23	0144456	US BANK	47.32		10/05/23	
		AMZN MKTP	US	*TL7AJ4211		PAINT BRUSH CLENER, BOOK				
533		04/24	AP	09/08/23	0144456	US BANK	69.99		10/05/23	
		AMZN MKTP	US	*TR3K17NY2		COMIC BOOK STORAGE BOXES				
533		04/24	AP	09/05/23	0144456	US BANK	36.90		10/05/23	
		AMZN MKTP	US	*TL52W2QP2		7 MM DVD CASES				
		ACCOUNT TOTAL						160.70	.00	160.70
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
533		04/24	AP	09/18/23	0144456	US BANK	17.88		10/05/23	
		AMAZON.COM	*TX3S95VZ2			ADULT BOOKS				
533		04/24	AP	09/18/23	0144456	US BANK	32.75		10/05/23	
		AMAZON.COM	*TR3HB7U71			ADULT BOOKS				
533		04/24	AP	09/11/23	0144456	US BANK	31.93		10/05/23	
		AMAZON.COM	*TR4LT3G32	AMZN		ADULT BOOKS				
533		04/24	AP	09/11/23	0144456	US BANK	20.69		10/05/23	

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FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
533				04/24	AP 09/05/23 0144456	US BANK	18.99		10/05/23	
					AMAZON.COM*TL4C24Y91	ADULT BOOKS				
533				04/24	AP 09/01/23 0144456	US BANK	25.99		10/05/23	
					AMAZON.COM*TL85F4672	ADULT BOOKS				
533				04/24	AP 09/01/23 0144456	US BANK	13.49		10/05/23	
					AMAZON.COM*T32H35DG1 AMZN	ADULT BOOKS				
533				04/24	AP 08/28/23 0144456	US BANK	9.89		10/05/23	
					AMAZON.COM*TL6PW7FO2	ADULT BOOKS				
					AMAZON.COM*T322A3NK0	ADULT BOOKS				
					ACCOUNT TOTAL		171.61	.00	171.61	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
533				04/24	AP 08/25/23 0144456	US BANK	24.20		10/05/23	
					AMZN MKTP US*TQ29V2WU0	YOUNG ADULT BOOKS				
					ACCOUNT TOTAL		24.20	.00	24.20	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
533				04/24	AP 09/20/23 0144456	US BANK	47.87		10/05/23	
					AMAZON.COM*TX9027890	YOUTH BOOKS				
533				04/24	AP 09/18/23 0144456	US BANK	41.08		10/05/23	
					AMAZON.COM*TX5HA6VK2	YOUTH BOOKS				
533				04/24	AP 09/18/23 0144456	US BANK	18.14		10/05/23	
					AMAZON.COM*TR4HB0U71	YOUTH BOOKS				
533				04/24	AP 09/12/23 0144456	US BANK	1,026.60		10/05/23	
					AMAZON.COM*TR8766ZQ1	YOUTH BOOKS				
533				04/24	AP 09/11/23 0144456	US BANK	32.79		10/05/23	
					AMAZON.COM*TL45B99D1	YOUTH BOOKS				
533				04/24	AP 09/04/23 0144456	US BANK		8.64	10/05/23	
					AMZN MKTP US AMZN.COM/BIL	YOUTH BOOKS REFUND				
533				04/24	AP 08/31/23 0144456	US BANK	49.34		10/05/23	
					AMZN MKTP US*T30WZ6R22 AM	YOUTH BOOKS				
533				04/24	AP 08/31/23 0144456	US BANK	188.98		10/05/23	
					AMZN MKTP US*T31UK6501 AM	YOUTH BOOKS				
533				04/24	AP 08/30/23 0144456	US BANK	18.64		10/05/23	
					AMZN MKTP US*T38ML0G31	YOUTH BOOKS				
533				04/24	AP 08/29/23 0144456	US BANK	31.65		10/05/23	
					AMAZON.COM*T36O05682	YOUTH BOOKS				
533				04/24	AP 08/28/23 0144456	US BANK	60.16		10/05/23	
					AMAZON.COM*T39JJ4N00 AMZN	YOUTH BOOKS				
					ACCOUNT TOTAL		1,515.25	8.64	1,506.61	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
533				04/24	AP 09/13/23 0144456	US BANK	32.99		10/05/23	

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FUND 101 GENERAL FUND											
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued					
533		AMZN MKTP	US	04/24	TR6IV5AG1	ADULT VIDEOS					
				09/11/23	0144456	US BANK	23.49			10/05/23	
533		AMAZON.COM	US	04/24	TL5IX8IM1	ADULT VIDEOS					
				09/05/23	0144456	US BANK	13.70			10/05/23	
		AMZN MKTP	US		TL9831QL2	ADULT VIDEOS					
		ACCOUNT TOTAL						70.18	.00		70.18
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
533			US	04/24	09/01/23	0144456	99.90			10/05/23	
		AMAZON.COM	US	04/24	T36QX2W00	YOUNG ADULT VIDEO GAMES					
533			US	04/24	08/28/23	0144456	54.95			10/05/23	
		AMZN MKTP	US		TQ0G12R11	YOUNG ADULT VIDEO GAMES					
533			US	04/24	08/25/23	0144456	108.98			10/05/23	
		AMZN MKTP	US		TQ29V2WU0	YOUNG ADULT VIDEO GAMES					
		ACCOUNT TOTAL						263.83	.00		263.83
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO											
533			US	04/24	09/11/23	0144456	9.72			10/05/23	
		AMZN MKTP	US		TL3IX3IR1	YOUTH VIDEOS					
533			US	04/24	09/07/23	0144456	7.07			10/05/23	
		AMZN MKTP	US		TR69M8CE2	AM YOUTH VIDEOS					
		ACCOUNT TOTAL						16.79	.00		16.79
101-1061-423.93-01 EQUIPMENT / EQUIPMENT											
533			US	04/24	08/31/23	0144456	32.42			10/05/23	
		AMZN MKTP	US		TL7BP4OB2	KEYBOARD & MOUSE COMBO					
		ACCOUNT TOTAL						32.42	.00		32.42
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
571				04/24	10/02/23	0000000	1.14			10/10/23	
						OFFICE EXPRESS OFFICE PRODUCT COPY PAPER					
		ACCOUNT TOTAL						1.14	.00		1.14
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
532			US	04/24	08/24/23	0144456	111.63			10/05/23	
						PARK N FLY RESERVATIONS					
						PARKING:ICMA ANNUAL CONF.					
		ACCOUNT TOTAL						111.63	.00		111.63

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FUND 101 GENERAL FUND										
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532		04/24 AP		08/25/23	0144456	US BANK	230.00			10/05/23
						IOWA LEAGUE OF CITIES				
						REG:ANNUAL CONF.GAINES				
532		04/24 AP		08/24/23	0144456	US BANK	295.00			10/05/23
						AMERICAN COUNCIL OF ENGIN				
						REG:IA TRANS.CONF.-GAINES				
						ACCOUNT TOTAL	525.00	.00	525.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			10/10/23
						COPY PAPER				
						ACCOUNT TOTAL	1.14	.00	1.14	
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS										
571		04/24 AP		09/25/23	0000000	SANDEE'S	79.99			10/10/23
						MAYOR GREEN SERVICE AWARD				
						ACCOUNT TOTAL	79.99	.00	79.99	
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532		04/24 AP		08/23/23	0144456	US BANK	230.00			10/05/23
						IOWA LEAGUE OF CITIES				
						REG:ANNUAL CONFERENCE				
						ACCOUNT TOTAL	230.00	.00	230.00	
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT										
522		04/24 AP		09/11/23	0000000	SHIRT SHACK INC., THE	1,246.95			10/10/23
						BEYOND PINK SHIRTS 2023				
						QTY 55- SHIRTS/SWTSHIRTS				
						ACCOUNT TOTAL	1,246.95	.00	1,246.95	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
532		04/24 AP		09/20/23	0144456	US BANK	98.48			10/05/23
						AMZN MKTP US*TX4GB43H1				
						TEA LIGHTS, CREPE PAPER,				
						ACCOUNT TOTAL	98.48	.00	98.48	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
515		04/24 AP		09/23/23	0000000	COURIER LEGAL COMMUNICATIONS	56.41			10/10/23
						PH NTC-KL IOWA 01 LLC				
515		04/24 AP		09/23/23	0000000	COURIER LEGAL COMMUNICATIONS	83.55			10/10/23
						ORDINANCE NO. 3043				
515		04/24 AP		09/23/23	0000000	COURIER LEGAL COMMUNICATIONS	122.61			10/10/23

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FUND 101 GENERAL FUND										
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING						continued				
515				04/24	AP 09/23/23 0000000	COURIER LEGAL COMMUNICATIONS	117.98			10/10/23
					ORDINANCE NO. 3042					
515				04/24	AP 09/19/23 0000000	COURIER LEGAL COMMUNICATIONS	55.75			10/10/23
					ORDINANCE NO. 3041					
515				04/24	AP 09/19/23 0000000	COURIER LEGAL COMMUNICATIONS	101.43			10/10/23
					ORDINANCE NO. 3040					
515				04/24	AP 09/09/23 0000000	COURIER LEGAL COMMUNICATIONS	45.82			10/10/23
					ORDINANCE NO. 3038					
515				04/24	AP 08/31/23 0000000	COURIER LEGAL COMMUNICATIONS	675.05			10/10/23
					PH NTC-KATZ PROPERTIES					
					8/21 MTG-MINUTES & BILLS					
					ACCOUNT TOTAL		1,258.60	.00	1,258.60	
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
571				04/24	AP 09/30/23 0000000	EIDE BAILLY, LLP	23,000.00			10/10/23
					ITERIM AUDIT WORK-FY2023	THROUGH SEPTEMBER 30 2023				
					ACCOUNT TOTAL		23,000.00	.00	23,000.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
497				04/24	AP 09/25/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	.11			10/10/23
					ORANGE HIGHLIGHTERS					
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	.27			10/10/23
					LASER PRINTER LABELS 2X4					
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.29			10/10/23
					COPY PAPER					
497				04/24	AP 09/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	.55			10/10/23
					STAMP INK REFILL,STAPLER,	RED GEL PENS				
					ACCOUNT TOTAL		3.22	.00	3.22	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
532				04/24	AP 08/28/23 0144456	US BANK	25.00			10/05/23
					EB 2023 APA UPPER MID	APA CONF MEAL				
					ACCOUNT TOTAL		25.00	.00	25.00	
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532				04/24	AP 08/28/23 0144456	US BANK	275.00			10/05/23
					EB 2023 APA UPPER MID	APA CONF REGISTRATION				
					ACCOUNT TOTAL		275.00	.00	275.00	

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FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
497				04/24	AP 09/25/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	.93			10/10/23
						ORANGE HIGHLIGHTERS				
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.22			10/10/23
						LASER PRINTER LABELS 2X4				
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50			10/10/23
						COPY PAPER				
497				04/24	AP 09/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	22.00			10/10/23
						STAMP INK REFILL,STAPLER, RED GEL PENS, LABELS				
						ACCOUNT TOTAL	34.65	.00	34.65	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
497				04/24	AP 09/25/23 0000000	PROFESSIONAL LAWN CARE, LLC	142.50			10/10/23
						CODE MOW-925 W 22ND				
497				04/24	AP 09/25/23 0000000	PROFESSIONAL LAWN CARE, LLC	95.00			10/10/23
						CODE MOW-722 NEWMAN				
497				04/24	AP 09/20/23 0000000	PROFESSIONAL LAWN CARE, LLC	142.50			10/10/23
						CODE TRIM-3524 BOULDER				
532				04/24	AP 09/11/23 0144456	US BANK	59.98			10/05/23
						AMZN MKTP US*TL0QK59N1 126GB CELLE PHONE STICKS				
						ACCOUNT TOTAL	439.98	.00	439.98	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
497				04/24	AP 09/25/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	.45			10/10/23
						ORANGE HIGHLIGHTERS				
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.06			10/10/23
						LASER PRINTER LABELS 2X4				
497				04/24	AP 09/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	7.58			10/10/23
						COPY PAPER				
497				04/24	AP 09/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.19			10/10/23
						STAMP INK REFILL,STAPLER, RED GEL PENS				
						ACCOUNT TOTAL	11.28	.00	11.28	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
515				04/24	AP 09/19/23 0000000	DENTONS DAVIS BROWN PC	1,531.00			10/10/23
						LGL:RE:IMMIGRATION 08/03/23-08/23/23				
						ACCOUNT TOTAL	1,531.00	.00	1,531.00	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532				04/24	AP 08/30/23 0144456	US BANK	275.00			10/05/23
						EB 2023 APA UPPER MID APA CONFERENCE-J ATODARIA				
532				04/24	AP 08/30/23 0144456	US BANK	275.00			10/05/23

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FUND 101 GENERAL FUND											
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued					
532		EB 2023		04/24	AP 08/24/23 0144456	US BANK APA CONFERENCE-CHRIS SEVY	275.00			10/05/23	
532		EB 2023		04/24	AP 08/23/23 0144456	US BANK APA CONFERENCE-K HOWARD	275.00			10/05/23	
532		EB 2023		04/24	AP 08/23/23 0144456	US BANK APA CONFERENCE-M PEZLEY	275.00			10/05/23	
		EB 2023				APA CONF-THOM WEINTRAUT					
		ACCOUNT TOTAL						1,375.00	.00		1,375.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
547				04/24	AP 09/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	38.82			10/10/23	
						DESK TRAYS/2024 CALENDAR					
		ACCOUNT TOTAL						38.82	.00		38.82
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.											
532				04/24	AP 08/24/23 0144456	US BANK AMAZON.COM*TQ4892DY0 AMZN	46.95			10/05/23	
						DRYER SHEETS- TOWELS					
		ACCOUNT TOTAL						46.95	.00		46.95
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT											
547				04/24	AP 09/25/23 0000000	BSN SPORTS, INC.	97.21			10/10/23	
532				04/24	AP 09/14/23 0144456	US BANK BASE PLUGS-BALLFIELD	71.00			10/05/23	
532				04/24	AP 09/12/23 0144456	US BANK NFLFLAGORDER	315.00			10/05/23	
532				04/24	AP 09/08/23 0144456	US BANK NFLFLAGORDER	195.00			10/05/23	
532				04/24	AP 09/06/23 0144456	US BANK NFLFLAGORDER	22.67			10/05/23	
532				04/24	AP 09/04/23 0144456	US BANK O DONNELL ACE HARDWARE	1,800.00			10/05/23	
532				04/24	AP 08/24/23 0144456	US BANK NFLFLAGORDER	69.74			10/05/23	
						MARTIN BROTHERS PAPER SACKS					
		ACCOUNT TOTAL						2,570.62	.00		2,570.62
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT											
512				03/24	AP 06/21/23 0144018	PANTHER VOLLEYBALL CAMPS LLC		308.00		09/29/23	
						VOID CK-DUPLICATE PAYMENT					
		ACCOUNT TOTAL						.00	308.00		308.00-

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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-38						OPERATING SUPPLIES / STAFF SHIRTS			
506		04/24 AP		09/21/23	00000000	SERVICEWEAR APPAREL, INC.	11.95		10/10/23
						STAFF BALL CAP			
						ACCOUNT TOTAL	11.95	.00	11.95
101-2253-423.72-47						OPERATING SUPPLIES / ADULT EXERCISE EQUIP			
532		04/24 AP		09/19/23	0144456	US BANK	425.00		10/05/23
						KEISER CORPORATION			
532		04/24 AP		08/22/23	0144456	US BANK	30.98		10/05/23
						AMZN MKTP US*TQ7048Q02			
						WHEELS FOR BAND CART			
						ACCOUNT TOTAL	455.98	.00	455.98
101-2253-423.73-55						OTHER SUPPLIES / MEDIA			
532		04/24 AP		09/01/23	0144456	US BANK	26.86		10/05/23
						FACEBK JFRJ5TTR72			
						FACEBOOK BOOST			
						ACCOUNT TOTAL	26.86	.00	26.86
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
547		04/24 AP		09/28/23	00000000	OSTBY, HILDA	420.00		10/10/23
						DANCE INSTRUCTION			
						ACCOUNT TOTAL	420.00	.00	420.00
101-2253-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
532		04/24 AP		09/12/23	0144456	US BANK	180.00		10/05/23
						IOWA PARK AND RECREATION			
						IPRA DUES 2023-2024			
						ACCOUNT TOTAL	180.00	.00	180.00
101-2253-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
532		04/24 AP		09/12/23	0144456	US BANK	225.00		10/05/23
						IOWA PARK AND RECREATION			
						REG:23 IPRA FULL WORKSHOP			
532		04/24 AP		09/04/23	0144456	US BANK	175.00		10/05/23
						IOWA PARK AND RECREATION			
						REG:23 IPRA FULL WORKSHOP			
						ACCOUNT TOTAL	400.00	.00	400.00
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
552		04/24 AP		10/01/23	00000000	IWMC	58.00		10/10/23
						WATER MANAGEMENT SERVICE			
547		04/24 AP		09/30/23	00000000	CULLIGAN WATER CONDITIONING	98.20		10/10/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued				
506		SEP'23		04/24 AP 09/15/23	0000000	CITY LAUNDERING CO.	63.44			10/10/23
				SEP'23 SUPPLY & CHECKUP						
532		04/24 AP 08/24/23		0144456		US BANK	11.97			10/05/23
				FIRST AID CABINET RESTOCK						
				O DONNELL ACE HARDWARE						
				KEY COPIES FOR SEERLEY						
				ACCOUNT TOTAL						
							231.61	.00		231.61
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
547		04/24 AP 09/21/23		0000000		MENARDS-CEDAR FALLS	59.76			10/10/23
				MARKING FLAGS, PLUG TOOLS						
532		04/24 AP 09/14/23		0144456		US BANK	168.00			10/05/23
				O DONNELL ACE HARDWARE						
532		04/24 AP 09/01/23		0144456		US BANK		58.12		10/05/23
				SPRINKLER WAREHOUSE						
				WINTERIZING ANTIFREEZE						
532		04/24 AP 08/25/23		0144456		US BANK	362.04			10/05/23
				SPRINKLER WAREHOUSE						
				IRRIGATION PARTS						
506		04/24 AP 08/11/23		0000000		CITY LAUNDERING CO.	70.07			10/10/23
				1ST AID SUPPLIES						
506		04/24 AP 08/10/23		0000000		KEYSTONE LABORATORIES, INC.	56.25			10/10/23
				AUGUST WATER TESTS						
				ACCOUNT TOTAL						
							716.12	58.12		658.00
101-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
571		04/24 AP 09/28/23		0000000		MENARDS-CEDAR FALLS	407.48			10/10/23
				NTWK CABLE/JACKS/GANG BOX						
				REC CENTER FRONT DESK						
				ACCOUNT TOTAL						
							407.48	.00		407.48
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
516		04/24 AP 09/27/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	57.56			10/10/23
				PENS, CALENDAR, DUSTERS						
532		04/24 AP 09/18/23		0144456		US BANK	57.05			10/05/23
				AMZN MKTP US*TR7VW3S61						
532		04/24 AP 09/13/23		0144456		US BANK	33.40			10/05/23
				AMZN MKTP US*TR6AA0920						
				WEEKLY PLANNER/NOTEBOOK						
532		04/24 AP 08/31/23		0144456		US BANK	54.98			10/05/23
				LOWES #01712*						
				HDMI CABLE FOR AV BOOTH						
532		04/24 AP 08/22/23		0144456		US BANK	56.98			10/05/23
				AMZN MKTP US*TQ5SX9061 AM						
				SPEAKER, STICKY NOTES						
				ACCOUNT TOTAL						
							259.97	.00		259.97
101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	----
FUND 101 GENERAL FUND										
101-2280-423.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
516		04/24	AP	09/22/23	00000000	FULCHER, INDONESIA	25.00		10/10/23	
						FULCHER ARTIST BOOK/ZINE				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
571		04/24	AP	10/05/23	00000000	CRANDELL, MICHAELA	300.00		10/10/23	
						CERAMIC GLAZE MATERIALS				
						CERAMIC TOOLS				
532		04/24	AP	09/19/23	0144456	US BANK	31.29		10/05/23	
						AMZN MKTP US*TX9V75DZ2				
532		04/24	AP	09/11/23	0144456	US BANK	6.79		10/05/23	
						PAINT BRUSHES, ADHESIVE				
						MICHAELS STORES 1246				
						PLASTIC JARS, PLASTIC BOX				
532		04/24	AP	09/07/23	0144456	US BANK	200.57		10/05/23	
						DISCOUNTSCH 8006272829				
						MODEL MAGIC, FOAM SHAPES,				
532		04/24	AP	09/07/23	0144456	US BANK	125.82		10/05/23	
						MICHAELS STORES 1246				
						CANVAS, AIR DRY CLAY,				
532		04/24	AP	09/04/23	0144456	US BANK	106.20		10/05/23	
						WAL-MART #0753				
						PLASTIC BOXES, BEADS				
						ACCOUNT TOTAL	770.67	.00	770.67	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
516		04/24	AP	09/22/23	00000000	SIGNS BY TOMORROW	112.00		10/10/23	
						GK SLEEPY HOLLOW LABELS				
532		04/24	AP	09/20/23	0144456	US BANK	28.97		10/05/23	
						DIAMOND VOGEL PAINT #210				
						GK SLEEPY HOLLOW PAINT				
532		04/24	AP	08/22/23	0144456	US BANK	9.98		10/05/23	
						O DONNELL ACE HARDWARE				
						ADHESIVE FOR LABELS				
						ACCOUNT TOTAL	150.95	.00	150.95	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
516		04/24	AP	09/29/23	00000000	ARAMARK	13.74		10/10/23	
						MAT SERVICE				
516		04/24	AP	09/22/23	00000000	MUSSIG, QUENTIN	175.00		10/10/23	
						PIANO TUNING, CLEANING				
						ACCOUNT TOTAL	188.74	.00	188.74	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
532		04/24	AP	09/11/23	0144456	US BANK	119.40		10/05/23	
						CANVA* I03903-31409943				
						CANVA PRO YEAR MEMBERSHIP				
532		04/24	AP	09/08/23	0144456	US BANK	158.50		10/05/23	
						BUSY BEAVER BUTTON CO.				
						SLEEPY HOLLOW BUTTONS				
532		04/24	AP	09/04/23	0144456	US BANK	94.97		10/05/23	

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GROUP	PO	ACCTG	---	TRANSACTION	---					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	BALANCE
										POST DT
FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS continued										
532		FACEBK	KMUHBU7YN2			SUMMER FACEBOOK ADS				
	04/24	AP	08/31/23	0144456		US BANK	68.75			10/05/23
532		BUSY BEAVER	BUTTON CO.			THURS PAINTERS BUTTON				
	04/24	AP	08/29/23	0144456		US BANK	33.16			10/05/23
		DNH*GODADDY.	COM			ANNUAL WEBSITE RENEWAL				
ACCOUNT TOTAL							474.78	.00		474.78
101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE										
532						US BANK	70.07			10/05/23
	04/24	AP	09/01/23	0144456						
516		PABLO S MEXICAN	GRILL			LUNCH FOR PUBLIC ART CREW				
	04/24	AP	08/30/23	0000000		O'DONNELL ACE HARDWARE	57.01			10/10/23
		SCULPTURE CLEAN	SUPPLIES							
ACCOUNT TOTAL							127.08	.00		127.08
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS										
513						SERVICEWEAR APPAREL, INC.	57.69			10/10/23
	04/24	AP	09/17/23	0000000		UNIFORMS FOR HEARST				
ACCOUNT TOTAL							57.69	.00		57.69
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
532						US BANK	1,363.95			10/05/23
	04/24	AP	09/14/23	0144456						
532		DIRECT APPLIANCE				WASHER/DRYER, VENT, HOSES		2.10		10/05/23
	04/24	AP	08/28/23	0144456		US BANK				
532		HY-VEE CEDAR FALLS	1052			SALES TAX CREDIT				
	04/24	AP	08/25/23	0144456		US BANK	338.87			10/05/23
532		HY-VEE CEDAR FALLS	1052			FOOD FOR TP75 RECEPTION				
	04/24	AP	08/24/23	0144456		US BANK	15.37			10/05/23
512		HY-VEE CEDAR FALLS	1052			ITEMS FOR TP75 RECEPTION				
	03/24	AP	06/01/23	0143571		BRUCHER, JEN		350.00		09/29/23
		VOID CHECK-CANCELED	PROG.			7/20/23 PARTY ON PATIO				
ACCOUNT TOTAL							1,718.19	352.10		1,366.09
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
571						OFFICE EXPRESS OFFICE PRODUCT	9.12			10/10/23
	04/24	AP	10/02/23	0000000		COPY PAPER				
ACCOUNT TOTAL							9.12	.00		9.12
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
532						US BANK	69.99			10/05/23
	04/24	AP	09/07/23	0144456						

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST	DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 101 GENERAL FUND											
101-4511-414.72-07						OPERATING SUPPLIES / EMS/RESCUE SUPPLIES					
						AED SUPERSTORE					
											continued
						ACCOUNT TOTAL	69.99	.00	69.99		
101-4511-414.72-10						OPERATING SUPPLIES / FIRE PREVENTION					
532		04/24 AP		09/14/23	0144456	US BANK	1,329.06			10/05/23	
						NFPA NATL FIRE PROTECT					FIRE PREVENTION MATERIALS
						ACCOUNT TOTAL	1,329.06	.00	1,329.06		
101-4511-414.72-23						OPERATING SUPPLIES / RADIO & MDC FEES					
512		03/24 AP		03/29/23	0142902	EMERGENCY SERVICES MARKETING		810.00		09/29/23	
						VOID CHECK-LOST CHECK					SUBSCRIPTION FEE-DISPATCH
						ACCOUNT TOTAL	.00	810.00	810.00-		
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES					
569		04/24 AP		10/02/23	0000000	MENARDS-CEDAR FALLS	70.63			10/10/23	
						WATER/CLEANING SUPPLIES					
569		04/24 AP		10/02/23	0000000	MENARDS-CEDAR FALLS	1.69			10/10/23	
						PKG SCREWS-ATTACH LIGHT					TO WEAPON
568		04/24 AP		08/31/23	0000000	NAPA AUTO PARTS	110.85			10/10/23	
						NAPA PARTS					
532		04/24 AP		08/28/23	0144456	US BANK	33.99			10/05/23	
						HOBBY-LOBBY #0135					EASEL-PS BLDG. TRNG. ROOM
						ACCOUNT TOTAL	217.16	.00	217.16		
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)					
532		04/24 AP		09/13/23	0144456	US BANK	51.96			10/05/23	
						KWIK STAR 93400009340					MEALS-FIRE @ 6616 VIKING
						ACCOUNT TOTAL	51.96	.00	51.96		
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION					
532		04/24 AP		08/28/23	0144456	US BANK	120.00			10/05/23	
						KIRKWOOD CONT EDUC					REG:FIRE SCHOOL-L.SCHMIDT
						ACCOUNT TOTAL	120.00	.00	120.00		
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE					
532		04/24 AP		09/04/23	0144456	US BANK	99.99			10/05/23	
						FSP*THE RUNNER'S FLAT					SHOES-KYE RICHTER

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FUND 101 GENERAL FUND									
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE	continued		
532		04/24 AP		08/29/23	0144456	US BANK	407.75		10/05/23
						PY *SHIRT SHACK INC. FIRE SHIRTS-INVENTORY			
						ACCOUNT TOTAL	507.75	.00	507.75
101-4511-414.93-01						EQUIPMENT / EQUIPMENT			
569		04/24 AP		09/27/23	0000000	PROSHIELD FIRE & SECURITY	500.00		10/10/23
						AMEREX 20# CO2 EXTINGUISH			
						ACCOUNT TOTAL	500.00	.00	500.00
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		10/10/23
						COPY PAPER			
						ACCOUNT TOTAL	5.70	.00	5.70
101-5521-415.71-05						OFFICE SUPPLIES / ADVERTISING			
522		04/24 AP		10/05/23	0000000	WATERLOO TOWNSQUARE MEDIA	717.00		10/10/23
						PSO RECRUITMENT ADS 9/1/23-9/15/23			
						ACCOUNT TOTAL	717.00	.00	717.00
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
522		04/24 AP		10/03/23	0000000	SHRED-IT USA	73.96		10/10/23
						DOCUMENT DESTRUCTION 9/14/23 TICKET#8157156406			
522		04/24 AP		10/01/23	0000000	THOMSON REUTERS - WEST	299.93		10/10/23
						INVESTIGATIVE SOFTWARE 9/1/2023-9/30/2023			
522		04/24 AP		09/29/23	0000000	STOREY KENWORTHY	1,110.00		10/10/23
						ORANGE NO PARKING PAPER			
522		04/24 AP		09/29/23	0000000	SIGNS BY TOMORROW	391.50		10/10/23
						80"X34" RETRACTABLE STAND SIGN FOR RECRUITING TABLE			
532		04/24 AP		09/18/23	0144456	US BANK	43.96		10/05/23
						AMZN MKTP US*TX76T5JL2 PD USB FLASH DRIVES			
532		04/24 AP		09/12/23	0144456	US BANK	49.50		10/05/23
						LOWES #01712* BOXES-SAFETY CITY			
532		04/24 AP		08/28/23	0144456	US BANK	34.00		10/05/23
						HOBBY-LOBBY #0135 EASEL-PS BLDG. TRNG. ROOM			
						ACCOUNT TOTAL	2,002.85	.00	2,002.85
101-5521-415.72-22						OPERATING SUPPLIES / CANINE PROGRAM			
532		04/24 AP		09/07/23	0144456	US BANK	65.00		10/05/23
						DOGSFORLAWE CERT./TESTING FEE-BOONA			

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FUND 101 GENERAL FUND										
101-5521-415.72-22 OPERATING SUPPLIES / CANINE PROGRAM						continued				
532		04/24 AP		08/25/23	0144456	US BANK		3.15		10/05/23
						CHEWY.COM				
532		04/24 AP		08/23/23	0144456	US BANK	318.95			10/05/23
						PETSMART # 1345				
						ACCOUNT TOTAL	383.95	3.15	380.80	
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION										
522		04/24 AP		09/08/23	0000000	STREICHER'S INC.	1,227.20			10/10/23
						AMMUNITION-40MM ROUNDS				
						ACCOUNT TOTAL	1,227.20	.00	1,227.20	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
532		04/24 AP		08/24/23	0144456	US BANK	17.75			10/05/23
						USPS PO 1814940913				
						RETURN PROPERTY TO OWNER				
						ACCOUNT TOTAL	17.75	.00	17.75	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
532		04/24 AP		08/30/23	0144456	US BANK	210.96			10/05/23
						COUNTRY INN & SUITES				
532		04/24 AP		08/23/23	0144456	US BANK	46.15			10/05/23
						JIMMY JOHNS - 2490				
						MEALS-FIREARMS TRAINING				
						ACCOUNT TOTAL	257.11	.00	257.11	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
522		04/24 AP		09/12/23	0000000	IOWA LAW ENFORCEMENT ACADEMY	625.00			10/10/23
						FIREARMS INSTR. SCHOOL				
						HOEFT 8/28-9/1/23				
532		04/24 AP		09/04/23	0144456	US BANK	134.95			10/05/23
						AMZN MKTP US*TL3350352 AM				
						LAPTOP BACKPACKS-TRAINING				
						ACCOUNT TOTAL	759.95	.00	759.95	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
532		04/24 AP		09/18/23	0144456	US BANK	60.47			10/05/23
						CASEYS #3896				
522		04/24 AP		09/15/23	0000000	IOWA LAW ENFORCEMENT ACADEMY	13,300.00			10/10/23
						ILEA ACADMY 8/28-12/15/23				
						BROUGHTON & RIOS				
532		04/24 AP		09/08/23	0144456	US BANK	55.80			10/05/23
						ROAD RANGER #144				
						FUEL-CR LAW ENF. ACADEMY				
532		04/24 AP		09/06/23	0144456	US BANK	230.00			10/05/23
						IOWA PRISON INDUSTRIES				
						ILEA UNIFORM-B.CASTANEDA				

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FUND 101 GENERAL FUND									
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY						continued			
532		04/24 AP		09/06/23	0144456 US BANK	230.00		10/05/23	
					IOWA PRISON INDUSTRIES ILEA UNIFORM-A.BROUGHTON				
532		04/24 AP		09/04/23	0144456 US BANK	54.74		10/05/23	
					CASEYS #3896 FUEL-CR LAW ENF. ACADEMY				
532		04/24 AP		08/28/23	0144456 US BANK	52.38		10/05/23	
					CASEYS #3294 FUEL-CR LAW ENF. ACADEMY				
		ACCOUNT TOTAL				13,983.39	.00	13,983.39	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
532		04/24 AP		09/13/23	0144456 US BANK	9.87		10/05/23	
					WAL-MART #0753 GAS FOR AIRSOFT PISTOL				
532		04/24 AP		08/28/23	0144456 US BANK	59.95		10/05/23	
					SCHEELS CEDAR FALLS 2 GUN CLEANING KITS				
		ACCOUNT TOTAL				69.82	.00	69.82	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
532		04/24 AP		09/19/23	0144456 US BANK	53.99		10/05/23	
					IOWA PRISON INDUSTRIES FIREARMS POLO-K.SCHWAN				
		ACCOUNT TOTAL				53.99	.00	53.99	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
568		04/24 AP		08/31/23	0000000 NAPA AUTO PARTS	152.29		10/10/23	
					NAPA PARTS				
		ACCOUNT TOTAL				152.29	.00	152.29	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
538		04/24 AP		09/26/23	0000000 O'DONNELL ACE HARDWARE	9.69		10/10/23	
					PROJECT#: WALL ANCHORS 062501				
546		04/24 AP		09/26/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	164.43		10/10/23	
					PROJECT#: LINERS, TOWELS, HANDWASH 062506				
546		04/24 AP		09/26/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	171.96		10/10/23	
					PROJECT#: LINERS, TOWELS, HANDWASH 062503				
546		04/24 AP		09/26/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	176.92		10/10/23	
					PROJECT#: LINERS, TOWELS, HANDWASH 062507				
555		04/24 AP		09/25/23	0000000 ECHO GROUP, INC.	79.38		10/10/23	
					PROJECT#: LIGHT BULBS 062503				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
	538			04/24 AP 09/22/23	0000000	O'DONNELL ACE HARDWARE	8.69			10/10/23
				PROJECT#: 062507		PEST CONTROL				
	546			04/24 AP 09/20/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	232.20			10/10/23
				PROJECT#: 062503		HVAC FILTERS				
	546			04/24 AP 09/19/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	442.87			10/10/23
				PROJECT#: 062507		TOWELS/BANDS/SOAP/LINERS				
	532			04/24 AP 09/18/23	0144456	US BANK	326.97			10/05/23
				PROJECT#: 062501		AMAZON.COM*TR9T23681 TRASH CANS				
	532			04/24 AP 09/15/23	0144456	US BANK	61.74			10/05/23
				PROJECT#: 062510		AMZN MKTP US*TX2NN7LS2 DRYER VENT				
	546			04/24 AP 09/12/23	0000000	MENARDS-CEDAR FALLS	63.97			10/10/23
				PROJECT#: 062508		TV MOUNT FOR POOL ROOM CARABINER				
	532			04/24 AP 09/06/23	0144456	US BANK	29.85			10/05/23
				PROJECT#: 062506		AMAZON.COM*TL0Q82KC2 AMZN ADA GUIDELINE CARDS				
	568			04/24 AP 08/31/23	0000000	NAPA AUTO PARTS	725.12			10/10/23
				PROJECT#: 062501		NAPA PARTS				
	532			04/24 AP 08/24/23	0144456	US BANK	180.49			10/05/23
				PROJECT#: 062501		AMAZON.COM*T37AG4OC2 AMZN CEILING LEAK DIVERTERS				
				ACCOUNT TOTAL			2,674.28	.00	2,674.28	
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
	513			04/24 AP 09/17/23	0000000	SERVICEWEAR APPAREL, INC.	291.31			10/10/23
				PROJECT#: 062501		UNIFORMS FOR PUB BLDG				
				ACCOUNT TOTAL			291.31	.00	291.31	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
	555			04/24 AP 10/03/23	0000000	O'DONNELL ACE HARDWARE	38.97			10/10/23
				PROJECT#: 062511		CAULK				
	513			04/24 AP 09/26/23	0000000	BUILDERS SELECT LLC	10.99			10/10/23
				PROJECT#: 062506		CONCRETE-CITY HALL				
	555			04/24 AP 09/26/23	0000000	ECHO GROUP, INC.	83.70			10/10/23
				PROJECT#: 062506		EMERGENCY LIGHTS				
	538			04/24 AP 09/25/23	0000000	O'DONNELL ACE HARDWARE	3.00			10/10/23
				PROJECT#: 062501		SCREWS				

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
538		04/24	AP	09/25/23	0000000	O'DONNELL ACE HARDWARE	.86			10/10/23
SCREWS										
PROJECT#:	062506									
546		04/24	AP	09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	171.62			10/10/23
WIPE DISPNSR/BOWL CLEANER										
PROJECT#:	062506									
538		04/24	AP	09/22/23	0000000	NICK'S SEWER & DRAIN CLEANING	600.00			10/10/23
DRAIN CLEANING										
PROJECT#:	062503									
513		04/24	AP	09/21/23	0000000	BENTON'S READY MIX CONCRETE,	1,251.00			10/10/23
CONCRETE-CITY HALL										
538		04/24	AP	09/21/23	0000000	BLACK HAWK RENTAL	128.40			10/10/23
CONCRETE BUGGY										
513		04/24	AP	09/20/23	0000000	BENTON'S READY MIX CONCRETE,	1,390.00			10/10/23
CONCRETE-CITY HALL										
538		04/24	AP	09/20/23	0000000	O'DONNELL ACE HARDWARE	7.43			10/10/23
SCREWS										
PROJECT#:	062507									
538		04/24	AP	09/20/23	0000000	O'DONNELL ACE HARDWARE	20.99			10/10/23
SCREWS										
PROJECT#:	062506									
546		04/24	AP	09/20/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	803.90			10/10/23
DAMPER ACTUATORS										
PROJECT#:	062503									
546		04/24	AP	09/20/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	803.90			10/10/23
DAMPER ACTUATORS										
PROJECT#:	062507									
546		04/24	AP	09/19/23	0000000	JOHNSTONE SUPPLY OF WATERLOO		328.50		10/10/23
RETURN CREDIT 1132871										
PROJECT#:	062507									
555		04/24	AP	09/19/23	0000000	MENARDS-CEDAR FALLS	19.96			10/10/23
OUTLET COVERS										
PROJECT#:	062501									
532		04/24	AP	09/14/23	0144456	US BANK	54.53			10/05/23
USA CLEAN BY JON-DON FLOOR SCRUBBER HOSE										
PROJECT#:	062507									
546		04/24	AP	09/12/23	0000000	MENARDS-CEDAR FALLS	1.58			10/10/23
O RINGS										
PROJECT#:	062505									
532		04/24	AP	09/08/23	0144456	US BANK	56.86			10/05/23
USA CLEAN BY JON-DON FLOOR SCRUBBER CABLE										
PROJECT#:	062507									
532		04/24	AP	09/07/23	0144456	US BANK	125.13			10/05/23
SP AIRTRAP NIKKISTK CONDENSATE DRAINS										
PROJECT#:	062501									
ACCOUNT TOTAL							5,572.82	328.50	5,244.32	

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FUND 101 GENERAL FUND										
101-6616-446.73-41 OTHER SUPPLIES / CIVIL DEFENSE SIRENS										
	471			04/24 AP 08/29/23	0000000	POLK'S LOCK SERVICE, INC.	34.35			10/10/23
						SIREN KEYS				
	513			04/24 AP 08/17/23	0000000	RADIO COMMUNICATIONS CO., INC.	1,912.99			10/10/23
						SIREN REPAIR				
						ACCOUNT TOTAL	1,947.34	.00	1,947.34	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
	555			04/24 AP 08/03/23	0000000	PLUNKETT'S PEST CONTROL, INC	286.00			10/10/23
						PEST CONTROL				
						PROJECT#: 062503				
						ACCOUNT TOTAL	286.00	.00	286.00	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	4,500.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062501				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	700.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062509				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	7,000.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062507				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	3,165.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062511				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	770.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062508				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	3,300.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062503				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	1,865.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062506				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	1,500.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062505				
	538			04/24 AP 10/01/23	0000000	FRESH START CLEANING SOLUTION	100.00			10/10/23
						JANITORIAL SERVICES				
						PROJECT#: 062515				
	555			04/24 AP 09/29/23	0000000	ARAMARK	31.35			10/10/23
						MAT SERVICE				
						PROJECT#: 062501				
	555			04/24 AP 09/29/23	0000000	ARAMARK	134.80			10/10/23
						MAT, TOWEL SERVICE				

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
					PROJECT#: 062506				
	538	04/24 AP		09/22/23	0000000	HAWKEYE ALARM & SIGNAL CO.	600.00		10/10/23
						FIRE ALARM MONITORING			
					PROJECT#: 062507				
	538	04/24 AP		09/20/23	0000000	CHRISTIE DOOR COMPANY	907.02		10/10/23
						OVERHEAD DOOR REPAIR			
						1500 BLUFF STREET			
					PROJECT#: 062506				
	546	04/24 AP		09/18/23	0000000	CITY LAUNDERING CO.	63.01		10/10/23
						FIRST AID SUPPLIES			
					PROJECT#: 062501				
	546	04/24 AP		09/18/23	0000000	PROSHIELD FIRE & SECURITY	9.00		10/10/23
						FIRE EXTINGUISHER INSPECT			
					PROJECT#: 062509				
	546	04/24 AP		09/18/23	0000000	PROSHIELD FIRE & SECURITY	523.25		10/10/23
						FIRE EXTINGUISHER INSPECT			
					PROJECT#: 062505				
	546	04/24 AP		09/15/23	0000000	BLACKHAWK SPRINKLERS, INC.	321.95		10/10/23
						FIRE SPRINKLER INSPECTION			
					PROJECT#: 062503				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	4,500.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062501				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	700.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062509				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	7,000.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062507				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	3,165.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062511				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	770.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062508				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	3,300.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062503				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	1,865.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062506				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	1,500.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062505				
	538	04/24 AP		09/01/23	0000000	FRESH START CLEANING SOLUTION	200.00		10/10/23
						JANITORIAL SERVICES			
					PROJECT#: 062515				
						ACCOUNT TOTAL	48,490.38	.00	48,490.38

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FUND 101 GENERAL FUND										
101-6616-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING				
546				04/24 AP 09/05/23	0000000	PLUMB TECH INC.	328.24			10/10/23
						HVAC REPAIR				
						PROJECT#: 062511				
						ACCOUNT TOTAL	328.24	.00	328.24	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
538				04/24 AP 09/29/23	0000000	TESTAMERICA LABORATORIES, INC	24.61			10/10/23
						WATER TEST				
						PRO SHOP				
						ACCOUNT TOTAL	24.61	.00	24.61	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
497				04/24 AP 09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.37			10/10/23
						ORANGE HIGHLIGHTERS				
497				04/24 AP 09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.28			10/10/23
						LASER PRINTER LABELS 2X4				
497				04/24 AP 09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50			10/10/23
						COPY PAPER				
497				04/24 AP 09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.73			10/10/23
						STAMP INK REFILL,STAPLER,				
						RED GEL PENS				
						ACCOUNT TOTAL	20.88	.00	20.88	
101-6625-432.72-16 OPERATING SUPPLIES / TOOLS										
500				04/24 AP 09/22/23	0000000	MENARDS-CEDAR FALLS	23.26			10/10/23
						1/2"&1/4"STAPLES, STAPLER				
500				04/24 AP 09/21/23	0000000	MENARDS-CEDAR FALLS	23.94			10/10/23
						HEXBIT,HAMMER DRILL BIT				
500				04/24 AP 09/21/23	0000000	MENARDS-CEDAR FALLS	54.42			10/10/23
						CONCRETE SCREWS,DRILLBITS				
						ACCOUNT TOTAL	101.62	.00	101.62	
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
532				04/24 AP 09/20/23	0144456	US BANK	31.07			10/05/23
						EL AZTECA				
						MEALS-B CLAYPOOL/M TOLAN				
						ACCOUNT TOTAL	31.07	.00	31.07	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
500				04/24 AP 09/21/23	0000000	SNYDER & ASSOCIATES, INC.	3,905.00			10/10/23
						STORMWATER AUTUMN RIDGE				
						REV MASTERPLAN				
						ACCOUNT TOTAL	3,905.00	.00	3,905.00	

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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
555		04/24 AP		10/03/23	0000000	O'DONNELL ACE HARDWARE	94.74			10/10/23
						SHOVEL/UTILITY KNIFE				
555		04/24 AP		09/29/23	0000000	D & N FENCE CO. INC.	762.65			10/10/23
						LATCH FOR GATE				
538		04/24 AP		09/27/23	0000000	DIAMOND VOGEL PAINT - #52	66.90			10/10/23
						PAINT				
513		04/24 AP		09/25/23	0000000	LITTLE RED SCHOOL HOUSE				10/10/23
						ZIMCO SUPPLY CO.	233.75			
						GRASS SEED				
538		04/24 AP		09/25/23	0000000	BUILDERS SELECT LLC	84.99			10/10/23
						PARKS-REPLACEMENT STAPLER				
471		04/24 AP		09/22/23	0000000	COVER-ALL EMBROIDERY, INC.	589.16			10/10/23
						SAFETY GEAR				
513		04/24 AP		09/22/23	0000000	ZIMCO SUPPLY CO.	258.75			10/10/23
						GRASS SEED				
538		04/24 AP		09/22/23	0000000	BENTON BUILDING CENTER	17.46			10/10/23
						RED SCHOOL HOUSE-CAULK				
538		04/24 AP		09/21/23	0000000	DIAMOND VOGEL PAINT - #52	113.16			10/10/23
						PAINT				
471		04/24 AP		09/20/23	0000000	LITTLE RED SCHOOL HOUSE				10/10/23
						BUILDERS SELECT LLC	342.13			
						WOOD, NAILS				
471		04/24 AP		09/20/23	0000000	LITTLE RED SCHOOL HOUSE				10/10/23
						DIAMOND VOGEL PAINT - #52	61.64			
						PRIMER PAINT				
546		04/24 AP		09/20/23	0000000	LITTLE RED SCHOOL HOUSE				10/10/23
						SERVICEWEAR APPAREL, INC.	318.85			
						UNIFORMS PARKS				
471		04/24 AP		09/19/23	0000000	BENTON BUILDING CENTER	89.86			10/10/23
						BLADE SET, SCREWS				
513		04/24 AP		09/19/23	0000000	LITTLE RED SCHOOL HOUSE				10/10/23
						O'DONNELL ACE HARDWARE	27.68			
						HOSE ADAPTER				
546		04/24 AP		09/19/23	0000000	NORTH AMERICAN SAFETY, INC	242.49			10/10/23
						HI VISION UNIFORMS PARKS				
532		04/24 AP		09/18/23	0144456	US BANK	419.20			10/05/23
						SPRINKLER WAREHOUSE				
546		04/24 AP		09/18/23	0000000	IRRIGATION PARTS				10/10/23
						PLUMB SUPPLY COMPANY, LLC	244.79			
						GATEWAY BATHROOM FAUCET				
513		04/24 AP		09/17/23	0000000	SERVICEWEAR APPAREL, INC.	326.91			10/10/23
						UNIFORMS FOR PARKS				
471		04/24 AP		09/15/23	0000000	O'DONNELL ACE HARDWARE	8.69			10/10/23
						PAINT SHOVELS				
513		04/24 AP		09/15/23	0000000	BENTON'S READY MIX CONCRETE,	729.75			10/10/23
						TRAIL PARKS-OREGON RD				
471		04/24 AP		09/13/23	0000000	BENTON'S READY MIX CONCRETE,	1,112.00			10/10/23
						PARKS TRAIL-OREGON RD				
471		04/24 AP		09/12/23	0000000	MENARDS-CEDAR FALLS	15.15			10/10/23
						IRRIGATION PARTS				
471		04/24 AP		09/11/23	0000000	MENARDS-CEDAR FALLS	13.62			10/10/23
						IRRIGATION PARTS				
532		04/24 AP		09/04/23	0144456	US BANK	39.98			10/05/23
						AMZN MKTP US*TL7ZV8NH0				
568		04/24 AP		08/31/23	0000000	SPRAY CAN EXTENSION POLE				10/10/23
						NAPA AUTO PARTS	659.26			

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST	DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 101 GENERAL FUND											
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued					
532				04/24 AP 08/24/23	0144456	US BANK	623.99				10/05/23
						IRRIGATION PARTS					
						ACCOUNT TOTAL	7,497.55	.00	7,497.55		
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
538				04/24 AP 09/25/23	0000000	BLACK HAWK CO.EXTENSION	270.00				10/10/23
						REG.PESTICIDE TRAINING					
						ACCOUNT TOTAL	270.00	.00	270.00		
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
538				04/24 AP 09/29/23	0000000	TESTAMERICA LABORATORIES, INC	24.61				10/10/23
						WATER TEST					
						BEACH HOUSE					
538				04/24 AP 09/22/23	0000000	COOLEY PUMPING, LLC	115.00				10/10/23
						PORTA POTTY					
						ELDORADO PARK					
						ACCOUNT TOTAL	139.61	.00	139.61		
						FUND TOTAL	146,704.49	1,868.51	144,835.98		
FUND 203 TAX INCREMENT FINANCING											
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS											
538				04/24 AP 09/29/23	0000000	GIERKE-ROBINSON COMPANY, INC.	37.19				10/10/23
						CONCRETE GROOVER					
471				04/24 AP 09/22/23	0000000	CAMPBELL SUPPLY WATERLOO	299.99				10/10/23
						DRILL					
471				04/24 AP 09/21/23	0000000	BUILDERS SELECT LLC	16.47				10/10/23
						DRILL BIT					
546				04/24 AP 09/21/23	0000000	O'DONNELL ACE HARDWARE	7.99				10/10/23
						DRILL BIT					
						ACCOUNT TOTAL	361.64	.00	361.64		
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS											
513				04/24 AP 09/20/23	0000000	SERVICEWEAR APPAREL, INC.	146.60				10/10/23
						UNIFORMS FOR STREETS					
546				04/24 AP 09/20/23	0000000	SERVICEWEAR APPAREL, INC.	226.40				10/10/23
						UNIFORMS STREETS					
546				04/24 AP 09/19/23	0000000	NORTH AMERICAN SAFETY, INC	766.49				10/10/23
						HI VISION UNIFORMS STREET					
513				04/24 AP 09/17/23	0000000	SERVICEWEAR APPAREL, INC.	360.61				10/10/23

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS continued									
UNIFORMS FOR STREETS									
ACCOUNT TOTAL							1,500.10	.00	1,500.10
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
532		04/24	AP	09/20/23	0144456	US BANK	228.00		10/05/23
CALL-EM-ALL									
MASS CALLING-SNOW REMOVAL									
ACCOUNT TOTAL							228.00	.00	228.00
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
571		04/24	AP	10/03/23	0000000	THOMPSON SHOES	175.00		10/10/23
SAFTEY SHOES-T JOHNSON									
P.O. 56891									
571		04/24	AP	10/01/23	0000000	BROWN'S SHOE FIT	135.00		10/10/23
SAFTEY SHOES-N ERICKSON									
P.O. 56886									
471		04/24	AP	09/22/23	0000000	COVER-ALL EMBROIDERY, INC.	589.17		10/10/23
SAFETY GEAR									
ACCOUNT TOTAL							899.17	.00	899.17
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
546		04/24	AP	09/21/23	0000000	WHITE CAP, LP	329.99		10/10/23
HAMMER DRILL									
513		04/24	AP	09/20/23	0000000	STAR EQUIPMENT, LTD.	153.00		10/10/23
SAW BLADE									
513		04/24	AP	09/20/23	0000000	STAR EQUIPMENT, LTD.	2,125.00		10/10/23
WALK BEHIND SAW									
PW03288									
ACCOUNT TOTAL							2,607.99	.00	2,607.99
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
546		04/24	AP	09/21/23	0000000	WHITE CAP, LP	321.92		10/10/23
ADA DOMES									
471		04/24	AP	09/07/23	0000000	WHITE CAP, LP	643.84		10/10/23
IRON PAVERS									
ACCOUNT TOTAL							965.76	.00	965.76
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
513		04/24	AP	09/25/23	0000000	GIERKE-ROBINSON COMPANY, INC.	20.82		10/10/23
CAUTION TAPE									
513		04/24	AP	09/25/23	0000000	O'DONNELL ACE HARDWARE	30.99		10/10/23
CONCRETE ANCHORS									
538		04/24	AP	09/23/23	0000000	ASPRO, INC.	411.06		10/10/23

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
538		04/24 AP		09/23/23	0000000	ASPHALT BMC AGGREGATES L.C.	279.20			10/10/23
513		04/24 AP		09/22/23	0000000	SPRAY PATCH BENTON'S READY MIX CONCRETE,	486.00			10/10/23
513		04/24 AP		09/22/23	0000000	DISCHARGES-ORCHARDHILL DR ZIMCO SUPPLY CO.	1,905.00			10/10/23
555		04/24 AP		09/21/23	0000000	DITCH SEEDING COLEMAN MOORE COMPANY	11,400.00			10/10/23
513		04/24 AP		09/20/23	0000000	FLEX MAT-ROADWAY DRAINAGE MENARDS-CEDAR FALLS	64.75			10/10/23
471		04/24 AP		09/16/23	0000000	FORMS ASPRO, INC.	307.02			10/10/23
471		04/24 AP		09/13/23	0000000	ASPHALT BENTON'S READY MIX CONCRETE,	324.00			10/10/23
568		04/24 AP		08/31/23	0000000	CONCRETE-10TH ST NAPA AUTO PARTS	1,162.54			10/10/23
						NAPA PARTS				
						ACCOUNT TOTAL	16,391.38	0.00		16,391.38
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532		04/24 AP		09/14/23	0144456	US BANK REG:STORMWATER WEBINAR	80.00			10/05/23
						PAYPAL *ISWEP				
						ACCOUNT TOTAL	80.00	0.00		80.00
206-6637-436.87-03 RENTALS / EQUIPMENT RENTAL										
471		04/24 AP		09/15/23	0000000	BLACK HAWK RENTAL	80.25			10/10/23
471		04/24 AP		09/13/23	0000000	CONCRETE BUGGY BLACK HAWK RENTAL	80.25			10/10/23
						CONCRETE BUGGY				
						ACCOUNT TOTAL	160.50	0.00		160.50
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
500		04/24 AP		10/04/23	0000000	PETERSON CONTRACTORS	221,372.69			10/10/23
						PROJECT#: 3240-W 27TH STREET RECON 023240				
						ACCOUNT TOTAL	221,372.69	0.00		221,372.69
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
538		04/24 AP		09/21/23	0000000	ECHO GROUP, INC.	483.16			10/10/23
471		04/24 AP		09/06/23	0000000	LIGHTING SUPPLIES O'DONNELL ACE HARDWARE	36.23			10/10/23

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
	532			04/24	AP 08/31/23 0144456	PENCIL AND BAGS US BANK	48.00		10/05/23
	568			04/24	AP 08/31/23 0000000	RADWELL INTERNATIONAL ELECTRICAL SWITCH NAPA AUTO PARTS	18.75		10/10/23
	471			04/24	AP 08/29/23 0000000	NAPA PARTS MENARDS-CEDAR FALLS STORAGE BAGS	23.95		10/10/23
					ACCOUNT TOTAL		610.09	.00	610.09
206-6647-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
	538			04/24	AP 09/21/23 0000000	NEC CODE BOOK ECHO GROUP, INC.	145.15		10/10/23
					ACCOUNT TOTAL		145.15	.00	145.15
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
	538			04/24	AP 09/27/23 0000000	SCREWDRVR/RATCHET/CRIMPER CAMPBELL SUPPLY WATERLOO	337.80		10/10/23
					ACCOUNT TOTAL		337.80	.00	337.80
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS									
	546			04/24	AP 09/19/23 0000000	HI VISION UNIFORMS TRAF NORTH AMERICAN SAFETY, INC	57.50		10/10/23
	513			04/24	AP 09/17/23 0000000	UNIFORMS FOR TRAFFIC OPS SERVICEWEAR APPAREL, INC.	115.38		10/10/23
	513			04/24	AP 09/16/23 0000000	UNIFORMS FOR TRAFFIC SERVICEWEAR APPAREL, INC.	175.92		10/10/23
					ACCOUNT TOTAL		348.80	.00	348.80
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
	571			04/24	AP 10/03/23 0000000	SAFTEY SHOES-M LUKEHART THOMPSON SHOES P.O. 56882	140.25		10/10/23
	571			04/24	AP 10/01/23 0000000	SAFTEY SHOES-B GRAHAM BROWN'S SHOE FIT P.O. 56883	125.00		10/10/23
					ACCOUNT TOTAL		265.25	.00	265.25
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
	538			04/24	AP 09/27/23 0000000	SIGNALS MOBOTREX, INC	2,945.00		10/10/23
					ACCOUNT TOTAL		2,945.00	.00	2,945.00

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
471		04/24 AP		09/21/23	0000000	ATHENS TECHNICAL SPECIALISTS, MMV TESTER RECALIBRATION	733.45			10/10/23
						ACCOUNT TOTAL	733.45	.00	733.45	
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
538		04/24 AP		09/23/23	0000000	LASER LINE STRIPING CONTRACTED PAINTING	800.00			10/10/23
						ACCOUNT TOTAL	800.00	.00	800.00	
206-6647-436.93-01 EQUIPMENT / EQUIPMENT										
471		04/24 AP		09/19/23	0000000	CAMPBELL SUPPLY WATERLOO POST POUNDER	2,850.00			10/10/23
						ACCOUNT TOTAL	2,850.00	.00	2,850.00	
						FUND TOTAL	253,602.77	.00	253,602.77	
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										
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42			10/10/23
497		04/24 AP		09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT ORANGE HIGHLIGHTERS	.19			10/10/23
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT LASER PRINTER LABELS 2X4	.44			10/10/23
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52			10/10/23
497		04/24 AP		09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT STAMP INK REFILL, STAPLER, RED GEL PENS	.91			10/10/23
						ACCOUNT TOTAL	6.48	.00	6.48	
						FUND TOTAL	6.48	.00	6.48	

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GROUP	PO	ACCTG	----	TRANSACTION	----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT	
									BALANCE		
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			10/10/23	
		COPY PAPER									
497		04/24 AP		09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.04			10/10/23	
		ORANGE HIGHLIGHTERS									
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09			10/10/23	
		LASER PRINTER LABELS 2X4									
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38			10/10/23	
		COPY PAPER									
497		04/24 AP		09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.18			10/10/23	
		STAMP INK REFILL,STAPLER, RED GEL PENS									
		ACCOUNT TOTAL						2.97	.00	2.97	
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING											
515		04/24 AP		09/23/23	0000000	COURIER LEGAL COMMUNICATIONS	64.35			10/10/23	
		PH NTC-CDBG REQUEST FOR PROPOSALS									
		ACCOUNT TOTAL						64.35	.00	64.35	
		FUND TOTAL						67.32	.00	67.32	
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON											
571		04/24 AP		10/06/23	0000000	AHLERS AND COONEY, P.C.	2,563.95			10/10/23	
		LGL:023271:N.CDR HTS 07/25/23-09/15/23									
		PROJECT#: 023271									
500		04/24 AP		09/27/23	0000000	SCHMITT CONSTRUCTION CO.INC.,	121,254.44			10/10/23	
		3271-N CEDAR HEIGHTS PH1									
		PROJECT#: 023271									
500		04/24 AP		09/25/23	0000000	TERRACON CONSULTANTS, INC.	227.84			10/10/23	
		3271-N CEDAR HEIGHTS PH1 RIDGEWOOD SLOPE-09/16/23									
		PROJECT#: 023271									
		ACCOUNT TOTAL						124,046.23	.00	124,046.23	
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION											
500		04/24 AP		10/02/23	0000000	PETERSON CONTRACTORS	90,844.82			10/10/23	
		3299-2023 STREET RECON									
		PROJECT#: 023299									
		ACCOUNT TOTAL						90,844.82	.00	90,844.82	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT											

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				DATE	NUMBER				
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
500		04/24 AP		10/02/23	0000000	PETERSON CONTRACTORS	600,924.37		10/10/23
						3283-MAIN ST RECONSTRUCT			
PROJECT#:					023283				
500		04/24 AP		09/25/23	0000000	TERRACON CONSULTANTS, INC.	734.42		10/10/23
						3283-MAIN ST RECONSTRUCT			
						THROUGH 09/16/23			
PROJECT#:					023283				
500		04/24 AP		09/13/23	0000000	FOTH INFRASTRUCTURE & ENVIRON	33,093.86		10/10/23
						3283-MAIN ST RECONSTRUCT			
						THROUGH 08/31/23			
PROJECT#:					023283				
						ACCOUNT TOTAL	634,752.65	.00	634,752.65
						FUND TOTAL	849,643.70	.00	849,643.70
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		10/10/23
						COPY PAPER			
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		10/10/23
						COPY PAPER			
532		04/24 AP		09/19/23	0144456	US BANK	149.24		10/05/23
						B&H PHOTO 800-606-6969			
						LEXAR 512GB SDXC MEM.CARD			
532		04/24 AP		09/15/23	0144456	US BANK	79.99		10/05/23
						AMZN MKTP US*TX4F08302			
						SANDISK CARD READER			
532		04/24 AP		09/15/23	0144456	US BANK	25.99		10/05/23
						AMZN MKTP US*TR1IH2M01			
						MICRO SDXC 256GB CARD			
532		04/24 AP		09/04/23	0144456	US BANK	29.00		10/05/23
						BUSYBOXLLC			
						MOTION GRAPHIC TEMPLATES			
532		04/24 AP		08/28/23	0144456	US BANK	59.98		10/05/23
						AMZN MKTP US*T35338A60			
						LAPTOP BACKPACK			
						ACCOUNT TOTAL	350.28	.00	350.28
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
532		04/24 AP		09/20/23	0144456	US BANK	157.77		10/05/23
						AMZN MKTP US*TX5XX6Q50			
						HUBBELL LOCKING CONNECTOR			
532		04/24 AP		09/20/23	0144456	US BANK	136.07		10/05/23
						B&H PHOTO 800-606-6969			
						FIBER OPTICS CLEANERS			
						ACCOUNT TOTAL	293.84	.00	293.84
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
532		04/24 AP		09/18/23	0144456	US BANK	102.90		10/05/23
						CASEYS #3610			
						MEAL:CREW DOUBLE HEADER			
532		04/24 AP		09/18/23	0144456	US BANK	13.36		10/05/23

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	----	BALANCE
FUND 254 CABLE TV FUND											
254-1088-431.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)					continued
532		04/24 AP		09/04/23	0144456	US BANK	39.93				10/05/23
						JIMMY JOHNS - 0496					
						MEAL:CREW XCOUNTRY MEET					
532		04/24 AP		08/28/23	0144456	US BANK	24.60				10/05/23
						GODFATHERS PIZZA					
						MEAL:PIZZA FOR CREW					
						HAPPY JOES PIZZA - CEDAR					
						MEAL:PIZZA FOR CREW					
						ACCOUNT TOTAL	180.79	.00			180.79
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
571		04/24 AP		10/01/23	0000000	DE WOLFE MUSIC USA, INC.	700.00				10/10/23
						ANNUAL MUSIC LIC-CABLE TV					
						ACCOUNT TOTAL	700.00	.00			700.00
254-1088-431.93-01 EQUIPMENT / EQUIPMENT											
532		04/24 AP		09/12/23	0144456	US BANK	160.16				10/05/23
						AMAZON.COM*TR88G8ZS1					
						CANON BATTERY PACK					
532		04/24 AP		09/12/23	0144456	US BANK	224.99				10/05/23
						B&H PHOTO 800-606-6969					
						MINI BROADCAST CAMERA					
532		04/24 AP		09/12/23	0144456	US BANK	67.42				10/05/23
						B&H PHOTO 800-606-6969					
						REVERSE LEGS LIGHT STAND					
532		04/24 AP		09/11/23	0144456	US BANK	644.56				10/05/23
						B&H PHOTO 800-606-6969					
						5TB EXTERNAL HARD DRIVE					
532		04/24 AP		09/11/23	0144456	US BANK	1,313.36				10/05/23
						B&H PHOTO 800-606-6969					
						20TB INTERNAL NAS HDD					
532		04/24 AP		08/25/23	0144456	US BANK	504.48				10/05/23
						B&H PHOTO 800-606-6969					
						LAVALIERS MICROPHONE					
						ACCOUNT TOTAL	2,914.97	.00			2,914.97
						FUND TOTAL	4,439.88	.00			4,439.88
FUND 258 PARKING FUND											
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES					
571		04/24 AP		10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42				10/10/23
						COPY PAPER					
497		04/24 AP		09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.37				10/10/23
						ORANGE HIGHLIGHTERS					
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.89				10/10/23
						LASER PRINTER LABELS 2X4					
497		04/24 AP		09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28				10/10/23
						COPY PAPER					
497		04/24 AP		09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.82				10/10/23
						STAMP INK REFILL,STAPLER,					
						RED GEL PENS					
						ACCOUNT TOTAL	8.78	.00			8.78

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS									
571		04/24	AP	09/28/23	0000000	PARTEK SOLUTIONS, INC.	3,528.28		10/10/23
						YELLOW PARKING ENVELOPES			
ACCOUNT TOTAL							3,528.28	.00	3,528.28
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
571		04/24	AP	09/30/23	0000000	IPS GROUP, INC	2,930.60		10/10/23
						PARKING CITATION FEES			SEPTEMBER 2023
571		04/24	AP	09/30/23	0000000	IPS GROUP, INC	148.15		10/10/23
						GATEWAY FEES-SEPTEBER'23			(2 PAY STATIONS)
ACCOUNT TOTAL							3,078.75	.00	3,078.75
FUND TOTAL							6,615.81	.00	6,615.81
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
532		04/24	AP	08/28/23	0144456	US BANK	29.99		10/05/23
						AMZN MKTP US*T38643OH0			LETTER TRAY
ACCOUNT TOTAL							29.99	.00	29.99
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
532		04/24	AP	09/06/23	0144456	US BANK	7.89		10/05/23
						WM SUPERCENTER #753			PAPERTOWEL HOLDER/BOTTLE
ACCOUNT TOTAL							7.89	.00	7.89
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
532		04/24	AP	09/18/23	0144456	US BANK	9.50		10/05/23
						USPS PO 1814940913			SHIP CONFERENCE FLYERS
532		04/24	AP	08/23/23	0144456	US BANK	11.59		10/05/23
						USPS PO 1814940913			POTENTIAL EMPLOYEE PORTFO
ACCOUNT TOTAL							21.09	.00	21.09
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS									
554		04/24	AP	09/28/23	0000000	EASTON, SCOTT	1,500.00		10/10/23
						2024 CF VISITOR GUIDE			DESIGN FEE-1ST INSTALLMNT
ACCOUNT TOTAL							1,500.00	.00	1,500.00

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FUND 261 TOURISM & VISITORS										
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
554		04/24 AP		10/01/23	0000000	SPINUTECH WEB DESIGN, INC.	650.00			10/10/23
						/HOSTING OCT-DEC2023				
554		04/24 AP		09/21/23	0000000	IDSS GLOBAL LLC	450.00			10/10/23
						50,000 EMAIL CREDITS				
554		04/24 AP		09/07/23	0000000	SPINUTECH WEB DESIGN, INC.	480.00			10/10/23
						WEBSITE MAINTENANCE				
						ACCOUNT TOTAL	1,580.00	.00		1,580.00
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS										
532		04/24 AP		09/05/23	0144456	US BANK	18.98			10/05/23
						AMZN MKTP US*TL00NITG1				
						50 BLACK LANYARDS				
532		04/24 AP		09/01/23	0144456	US BANK	34.13			10/05/23
						EVENTGROOVE				
						VIP CONFERENCE BADGES FOR				
						ACCOUNT TOTAL	53.11	.00		53.11
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
554		04/24 AP		09/26/23	0000000	COMMUNITY MAIN STREET	437.50			10/10/23
						PHOTO PROJ:2ND ST/SINGLSP				
532		04/24 AP		09/15/23	0144456	US BANK	43.07			10/05/23
						SQ *SECOND STATE BREWING				
						PHOTO SHOOT: BEER TRAIL				
532		04/24 AP		09/11/23	0144456	US BANK	9.30			10/05/23
						FACEBK 6JU29S7GB2				
						MOXIE CAMPAIGN-HOTEL/MOTE				
532		04/24 AP		09/11/23	0144456	US BANK	1.64			10/05/23
						FACEBK UWMWMUKGB2				
						MOXIE ADS-HOTEL/MOTEL				
532		04/24 AP		09/08/23	0144456	US BANK	84.30			10/05/23
						FACEBK LFTNHR3GB2				
						MOXIE AD-HOTEL/MOTEL				
532		04/24 AP		09/08/23	0144456	US BANK	40.70			10/05/23
						FACEBK LFTNHR3GB2				
						TVB POST-PANTHERS PARADE				
PROJECT#:					032372					
532		04/24 AP		09/04/23	0144456	US BANK	146.80			10/05/23
						GOOGLE ADS4363039278				
						MOXI-AUGUST GOOGLE				
532		04/24 AP		08/31/23	0144456	US BANK	65.70			10/05/23
						FACEBK 9HDHARPF2				
						MOXIE AD-HOTEL/MOTEL				
532		04/24 AP		08/31/23	0144456	US BANK	9.30			10/05/23
						FACEBK 9HDHARPF2				
						POST-PANTHERS ON PARADE				
PROJECT#:					032372					
532		04/24 AP		08/24/23	0144456	US BANK	50.00			10/05/23
						FACEBK BAFZCRTFB2				
						MOXIE ADS				
						ACCOUNT TOTAL	888.31	.00		888.31
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
532		04/24 AP		08/23/23	0144456	US BANK	10.20			10/05/23
						USPS PO 1814940913				
						POSTCARDS STAMPS-GIFTSHOP				

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP						continued			
ACCOUNT TOTAL						10.20	.00	10.20	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
532		04/24 AP		09/15/23	0144456	US BANK	243.70		10/05/23
PROJECT#: 032424									
532		04/24 AP		09/14/23	0144456	US BANK	14.75		10/05/23
PROJECT#: 032424									
532		04/24 AP		09/13/23	0144456	US BANK	14.90		10/05/23
PROJECT#: 032424									
ACCOUNT TOTAL						273.35	.00	273.35	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
532		04/24 AP		09/08/23	0144456	US BANK	85.00		10/05/23
PROJECT#: 032424									
ACCOUNT TOTAL						85.00	.00	85.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
554		04/24 AP		09/29/23	0000000	ARAMARK	7.80		10/10/23
PROJECT#: 032424									
ACCOUNT TOTAL						7.80	.00	7.80	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
512		03/24 AP		04/21/23	0143197	SANDEE'S		150.00	09/29/23
PROJECT#: 032424									
ACCOUNT TOTAL						.00	150.00	150.00-	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
532		04/24 AP		09/13/23	0144456	US BANK	699.00		10/05/23
PROJECT#: 032424									
ACCOUNT TOTAL						699.00	.00	699.00	
FUND TOTAL						5,155.74	150.00	5,005.74	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	533			04/24 AP	09/07/23 0144456	US BANK	32.91			10/05/23
					AMAZON.COM*TL78T6710 AMZN	REG. & DECAF COFFEE				
				ACCOUNT TOTAL			32.91	.00	32.91	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
	289			04/24 AP	09/29/23 0000000	ARAMARK	7.80			10/10/23
					COMM. CENTER MAT SERVICE					
				ACCOUNT TOTAL			7.80	.00	7.80	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
	289			04/24 AP	10/04/23 0000000	MASMAR, MANDY SUE	160.00			10/10/23
					SENIOR LINE DANCING FOR	SEPTEMBER '23				
	289			04/24 AP	09/28/23 0000000	HEARST CENTER FOR THE ARTS	100.00			10/10/23
					PAINT ALONG 9/27/23					
				ACCOUNT TOTAL			260.00	.00	260.00	
				FUND TOTAL			300.71	.00	300.71	
FUND 291 POLICE FORFEITURE FUND										
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
	512			03/24 AP	05/09/23 0143501	PUSH PEDAL PULL-CDR		7,162.00		09/29/23
					VOID CHECK-LOST CHECK	FITNESS EQUIP;TREADMILL				
				ACCOUNT TOTAL			.00	7,162.00	7,162.00-	
				FUND TOTAL			.00	7,162.00	7,162.00-	
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	POST DT
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43					CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE				
500		04/24 AP		10/04/23	0000000 RIVERWISE ENGINEERING, LLC	29,121.00			10/10/23
					3290-CEDAR RIVER REC				
PROJECT#:					023290				
500		04/24 AP		09/29/23	0000000 PETERSON CONTRACTORS	404,759.38			10/10/23
					3290-CEDAR RIVER REC				
PROJECT#:					023290				
					ACCOUNT TOTAL	433,880.38	.00	433,880.38	
					FUND TOTAL	433,880.38	.00	433,880.38	
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-88					SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER				
500		04/24 AP		10/02/23	0000000 PETERSON CONTRACTORS	169,500.00			10/10/23
					3283-MAIN ST RECONSTRUCT				
PROJECT#:					023283				
					ACCOUNT TOTAL	169,500.00	.00	169,500.00	
					FUND TOTAL	169,500.00	.00	169,500.00	
FUND 430 2004 TIF BOND									
430-1220-431.97-64					TIF BOND PROJECTS / VIKING ROAD EXTENSION				
500		04/24 AP		09/29/23	0000000 SNYDER & ASSOCIATES, INC.	2,447.68			10/10/23
					3189-W VIKING IND PARK THROUGH 08/31/23 SURVEY				
PROJECT#:					023189				
500		04/24 AP		09/27/23	0000000 PETERSON CONTRACTORS	67,663.75			10/10/23
					3189-W VIKING IND.PARK V				
PROJECT#:					023189				
					ACCOUNT TOTAL	70,111.43	.00	70,111.43	
430-1220-431.97-83					TIF BOND PROJECTS / TIF LEGAL FEES				
571		04/24 AP		09/28/23	0000000 AHLERS AND COONEY, P.C.	1,683.00			10/10/23
					LGL:URBAN RENEWAL 08/30/23-09/14/23				
					ACCOUNT TOTAL	1,683.00	.00	1,683.00	
430-1220-431.97-96					TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD				

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GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 430 2004 TIF BOND									
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWAY & VIKING RD						continued			
500		04/24 AP		09/29/23	0000000	SNYDER & ASSOCIATES, INC.	17,317.00		10/10/23
						3308-PRAIRIE PKWY/VIKING THROUGH 08/31/23			
PROJECT#:					023308				
500		04/24 AP		08/27/23	0000000	SNYDER & ASSOCIATES, INC.	15,269.50		10/10/23
						3308-PRAIRIE PKWY/VIKING THROUGH 07/31/23			
PROJECT#:					023308				
						ACCOUNT TOTAL	32,586.50	.00	32,586.50
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT									
500		04/24 AP		09/29/23	0000000	KW ELECTRIC, INC.	7,896.64		10/10/23
						3294-VARIOUS INTERSECTION			
PROJECT#:					023294				
						ACCOUNT TOTAL	7,896.64	.00	7,896.64
						FUND TOTAL	112,277.57	.00	112,277.57
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
500		04/24 AP		09/29/23	0000000	SNYDER & ASSOCIATES, INC.	10,987.27		10/10/23
						3171-CEDAR HEIGHTS RECON THROUGH 08/31/23			
PROJECT#:					023171				
500		04/24 AP		09/29/23	0000000	SNYDER & ASSOCIATES, INC.	2,858.94		10/10/23
						3171-CEDAR HEIGHTS RECON THROUGH 08/31/23 SURVEY			
PROJECT#:					023171				
						ACCOUNT TOTAL	13,846.21	.00	13,846.21
						FUND TOTAL	13,846.21	.00	13,846.21
FUND 439 2022 BOND FUND									

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
497		04/24 AP		09/25/23	0000000	PETERS CONSTRUCTION CORP.	55,345.94		10/10/23
						3231-CITY HALL REMODEL			
						PROJECT#: 023231			
ACCOUNT TOTAL						55,345.94	.00	55,345.94	
443-1220-431.95-33 BOND FUND PROJECTS / CEDAR RIVER DAM REPAIR									
555		04/24 AP		10/03/23	0000000	C & C WELDING & SANDBLASTING	7,006.49		10/10/23
						DAM WALL PANEL CONSTRUCT			
555		04/24 AP		10/01/23	0000000	EMERSON CRANE RENTAL, INC.	7,445.00		10/10/23
						CRANE RENTAL-DAM REPAIR			
538		04/24 AP		09/28/23	0000000	GIERKE-ROBINSON COMPANY, INC.	427.27		10/10/23
						BLADE TO CUT WALL			
546		04/24 AP		09/28/23	0000000	O'DONNELL ACE HARDWARE	17.16		10/10/23
						ANCHORS FOR DAM			
555		04/24 AP		09/25/23	0000000	SUPERIOR WELDING SUPPLY	300.84		10/10/23
						WELD. SUPPLIES-DAM REPAIR			
ACCOUNT TOTAL						15,196.76	.00	15,196.76	
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
500		04/24 AP		09/27/23	0000000	SCHMITT CONSTRUCTION CO.INC.	63,460.32		10/10/23
						3244-ASHWORTH DR EXT.			
						PROJECT#: 023244			
ACCOUNT TOTAL						63,460.32	.00	63,460.32	
FUND TOTAL						134,003.02	.00	134,003.02	
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									

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
555		04/24 AP		10/02/23	0000000 CAMPBELL SUPPLY WATERLOO BLOWER-TRANSFER STATION	388.00			10/10/23
ACCOUNT TOTAL						388.00	.00	388.00	
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS									
546		04/24 AP		09/20/23	0000000 SERVICEWEAR APPAREL, INC.	67.50			10/10/23
513		04/24 AP		09/19/23	0000000 UNIFORMS REFUSE SERVICEWEAR APPAREL, INC.		58.64		10/10/23
546		04/24 AP		09/19/23	0000000 CREDIT FOR WRONG UNIFORMS REFUSE NORTH AMERICAN SAFETY, INC	377.00			10/10/23
513		04/24 AP		09/17/23	0000000 HI VISION UNIFORMS REFUSE SERVICEWEAR APPAREL, INC.	85.73			10/10/23
513		04/24 AP		09/15/23	0000000 UNIFORMS FOR REFUSE SERVICEWEAR APPAREL, INC.	58.64			10/10/23
ACCOUNT TOTAL						588.87	58.64	530.23	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING									
513		04/24 AP		09/27/23	0000000 SIGNS BY TOMORROW PLASTIC BAG SIGNS FOR GREENHILL VILLAGE	168.75			10/10/23
ACCOUNT TOTAL						168.75	.00	168.75	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
571		04/24 AP		10/01/23	0000000 BROWN'S SHOE FIT SAFETY SHOES-S GOODENBOUR P.O. 56892	125.00			10/10/23
471		04/24 AP		09/22/23	0000000 COVER-ALL EMBROIDERY, INC. SAFETY GEAR	589.17			10/10/23
ACCOUNT TOTAL						714.17	.00	714.17	
551-6685-436.72-64 OPERATING SUPPLIES / AUTOMATED CARTS									
471		04/24 AP		09/12/23	0000000 CASCADE ENGINEERING INC AUTOMATED CARTS	12,639.00			10/10/23
ACCOUNT TOTAL						12,639.00	.00	12,639.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
555		04/24 AP		10/03/23	0000000 DIAMOND VOGEL PAINT - #64/#55 ROLLERS/PAINT TRAY	13.28			10/10/23
ACCOUNT TOTAL						13.28	.00	13.28	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
568		04/24 AP		08/31/23	00000000	NAPA AUTO PARTS	1,100.17		10/10/23
						NAPA PARTS			
						ACCOUNT TOTAL	1,100.17	.00	1,100.17
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
532		04/24 AP		09/01/23	0144456	US BANK	175.00		10/05/23
						FSP*ISOSWO OPERATIONS			
						REG:RECYCLING CONFERENCE			
						ACCOUNT TOTAL	175.00	.00	175.00
551-6685-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
532		04/24 AP		09/13/23	0144456	US BANK	895.00		10/05/23
						SQ *NORTHLAND CDL TRAININ			
						PARKER LEWIS TRAINING			
532		04/24 AP		09/12/23	0144456	US BANK	175.00		10/05/23
						FSP*ISOSWO OPERATIONS			
						REG:RECYCLING CONFERENCE			
532		04/24 AP		09/11/23	0144456	US BANK	175.00		10/05/23
						FSP*ISOSWO OPERATIONS			
						REG:RECYCLING CONFERENCE			
						ACCOUNT TOTAL	1,245.00	.00	1,245.00
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
546		04/24 AP		09/28/23	00000000	KEITH MFG. CO.	183.52		10/10/23
						CHECK VALVE-TRANSFER STN			
						ACCOUNT TOTAL	183.52	.00	183.52
551-6685-436.86-37 REPAIR & MAINTENANCE / REFUSE CART TRACKING SW									
555		04/24 AP		09/30/23	00000000	ROUTEWARE, INC.	668.22		10/10/23
						MONTHLY SERVICE FEE			
						6/1/23-12/31/23			
						ACCOUNT TOTAL	668.22	.00	668.22
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
555		04/24 AP		09/29/23	00000000	MIDWEST ELECTRONIC RECOVERY	628.95		10/10/23
						E WASTE RECYCLING			
555		04/24 AP		09/23/23	00000000	LIBERTY TIRE RECYCLING, LLC	271.23		10/10/23
						SCRAP TIRE RECYCLING			
						ACCOUNT TOTAL	900.18	.00	900.18
						FUND TOTAL	18,784.16	58.64	18,725.52

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS										
546		04/24 AP		09/20/23	0000000	SERVICEWEAR APPAREL, INC.	199.69			10/10/23
						UNIFORMS WRF				
546		04/24 AP		09/19/23	0000000	NORTH AMERICAN SAFETY, INC	312.48			10/10/23
						HI VISION UNIFORMS WRF				
						ACCOUNT TOTAL	512.17	.00		512.17
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
549		04/24 AP		09/26/23	0000000	CAMPBELL SUPPLY WATERLOO	77.96			10/10/23
						ELECTROLYTE PACKETS				
549		04/24 AP		09/15/23	0000000	CITY LAUNDERING CO.	59.72			10/10/23
						SAFETY CABINET SUPPLIES				
						ACCOUNT TOTAL	137.68	.00		137.68
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
549		04/24 AP		09/26/23	0000000	O'DONNELL ACE HARDWARE	9.69			10/10/23
						COUPLING				
549		04/24 AP		09/25/23	0000000	AUTOMATIC SYSTEMS CO.	1,290.00			10/10/23
						SCADA ETHERNET SWITCH				
549		04/24 AP		09/25/23	0000000	O'DONNELL ACE HARDWARE	17.47			10/10/23
						PAINT PAIL/NUMBER STICKER				
549		04/24 AP		09/21/23	0000000	VAN METER, INC.	1,188.07			10/10/23
						SCADA POWER SUPPLY				
549		04/24 AP		09/12/23	0000000	HUPP ELECTRIC MOTORS	130.00			10/10/23
						BIO BUILDING VFD KEYPAD				
568		04/24 AP		08/31/23	0000000	NAPA AUTO PARTS	301.71			10/10/23
						NAPA PARTS				
						ACCOUNT TOTAL	2,936.94	.00		2,936.94
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
549		04/24 AP		09/29/23	0000000	O'DONNELL ACE HARDWARE	24.67			10/10/23
						BUG SPRAY				
549		04/24 AP		09/08/23	0000000	CRESCENT ELECTRIC	46.71			10/10/23
						EXTERIOR LIGHT REPLACE				
						ACCOUNT TOTAL	71.38	.00		71.38
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
549		04/24 AP		09/27/23	0000000	MIDLAND SCIENTIFIC, INC.	143.89			10/10/23
						FLASK, SODIUM HYDROXIDE				
						ACCOUNT TOTAL	143.89	.00		143.89

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-36						OTHER SUPPLIES / SAN. LIFT STATION SUPP.				
512		03/24 AP		05/24/23	0143446	GRAYBAR ELECTRIC CO., INC. ELECTRICAL SUPPLIES		181.37		09/29/23
						VOID CHECK-WRONG VENDOR				
						ACCOUNT TOTAL	.00	181.37		181.37-
552-6665-436.74-05 SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY										
549		04/24 AP		10/03/23	0000000	GIERKE-ROBINSON COMPANY, INC. HYDRO HOSE CONNECTORS	78.62			10/10/23
						ACCOUNT TOTAL	78.62	.00		78.62
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
555		04/24 AP		09/13/23	0000000	GIERKE-ROBINSON COMPANY, INC. SONO TUBE FOR RISERS	217.00			10/10/23
						ACCOUNT TOTAL	217.00	.00		217.00
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
555		04/24 AP		10/02/23	0000000	CRITEX LLC MR MANHOLE PARTS	2,356.00			10/10/23
538		04/24 AP		09/27/23	0000000	O'DONNELL ACE HARDWARE MANHOLE SEALANT	11.98			10/10/23
549		04/24 AP		09/20/23	0000000	HUPP ELECTRIC MOTORS PARRISH DRIVE ADAPTOR	85.00			10/10/23
471		04/24 AP		09/14/23	0000000	BENTON'S READY MIX CONCRETE, BOX OUTS-10TH ST	486.00			10/10/23
						ACCOUNT TOTAL	2,938.98	.00		2,938.98
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										
549		04/24 AP		09/07/23	0000000	ARIES INDUSTRIES INC. TV CAMERA REPAIR	415.26			10/10/23
						ACCOUNT TOTAL	415.26	.00		415.26
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
549		04/24 AP		09/26/23	0000000	KIRKWOOD COMMUNITY COLLEGE REG:WW OPERATOR TEST TEGTMEIER/DIETZ 10/2023	1,090.00			10/10/23
						ACCOUNT TOTAL	1,090.00	.00		1,090.00
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
549		04/24 AP		09/29/23	0000000	WBC MECHANICAL, INC.	447.42			10/10/23

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									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
						HEAT EXCHANGER PARTS			
549		04/24 AP		09/18/23	0000000	BRECKE MECHANICAL CONTRACTORS	685.77		10/10/23
						HEAT EXCHANGER REPAIR			
ACCOUNT TOTAL							1,133.19	.00	1,133.19
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
549		04/24 AP		09/29/23	0000000	ARAMARK	30.46		10/10/23
						TOWELS AND RUGS			
ACCOUNT TOTAL							30.46	.00	30.46
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
549		04/24 AP		09/29/23	0000000	KEYSTONE LABORATORIES, INC.	139.00		10/10/23
						ANALYTICAL TESTING			
549		04/24 AP		09/29/23	0000000	KEYSTONE LABORATORIES, INC.	31.75		10/10/23
						ANALYTICAL TESTING			
549		04/24 AP		09/29/23	0000000	TESTAMERICA LABORATORIES, INC	1,155.00		10/10/23
						E.COLI/WW/NPDES PERMIT			
549		04/24 AP		09/22/23	0000000	KEYSTONE LABORATORIES, INC.	31.75		10/10/23
						ANALYTICAL TESTING			
ACCOUNT TOTAL							1,357.50	.00	1,357.50
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
549		04/24 AP		09/20/23	0000000	LONG CROP CONSULTING	1,920.00		10/10/23
						SOIL TESTS			
ACCOUNT TOTAL							1,920.00	.00	1,920.00
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
500		04/24 AP		09/29/23	0000000	SNYDER & ASSOCIATES, INC.	2,297.92		10/10/23
						3182-OAK PARK SEWER			
						THROUGH 08/31/23 SURVEY			
PROJECT#:						023182			
ACCOUNT TOTAL							2,297.92	.00	2,297.92
FUND TOTAL							15,280.99	181.37	15,099.62

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FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
497		04/24	AP	09/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.15		10/10/23
ORANGE HIGHLIGHTERS									
497		04/24	AP	09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.35		10/10/23
LASER PRINTER LABELS 2X4									
497		04/24	AP	09/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90		10/10/23
COPY PAPER									
497		04/24	AP	09/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.73		10/10/23
STAMP INK REFILL, STAPLER, RED GEL PENS									
ACCOUNT TOTAL							3.13	.00	3.13
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
471		04/24	AP	09/13/23	0000000	BENTON'S READY MIX CONCRETE, STORM COLLARS-GREENHILL	556.00		10/10/23
ACCOUNT TOTAL							556.00	.00	556.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
500		04/24	AP	09/28/23	0000000	PETERSON CONTRACTORS	55,940.75		10/10/23
3215-OLIVE ST BOX CULVERT									
PROJECT#: 023215									
500		04/24	AP	09/27/23	0000000	BENTON'S SAND & GRAVEL, INC.	1,852.79		10/10/23
3147-UNIVERSITY BIOCELLS									
PROJECT#: 023147									
500		04/24	AP	09/13/23	0000000	STRAND ASSOCIATES, INC.	2,795.00		10/10/23
3306-2023 STORMWATER PLAN 08/01-08/31/23									
PROJECT#: 023306									
500		04/24	AP	07/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	622.46		10/10/23
3306-2023 STORMWATER PLAN JULY EXPENSES									
PROJECT#: 023306									
ACCOUNT TOTAL							61,211.00	.00	61,211.00
FUND TOTAL							61,770.13	.00	61,770.13
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
571		04/24	AP	10/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		10/10/23
COPY PAPER									
571		04/24	AP	09/11/23	0000000	STOREY KENWORTHY	338.26		10/10/23
BLACK/YELLOW TONER WATER REC									
ACCOUNT TOTAL							341.68	.00	341.68

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									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
571		04/24	AP	10/07/23	0000000	AIR CLEANING TECHNOLOGIES, IN EXHAUST SYS. AT 4600 MAIN MERCYONE AMUBLANCES	8,217.25		10/10/23
PROJECT#: 061520									
532		04/24	AP	09/18/23	0144456	US BANK	16.99		10/05/23
						AMZN MKTP US*TX76T5JL2 IPAD CASE			
532		04/24	AP	09/18/23	0144456	US BANK	45.92		10/05/23
						AMZN MKTP US*TX6WY3J32 SAMSUNG CASE/SCRN PROTECT			
532		04/24	AP	09/11/23	0144456	US BANK	52.95		10/05/23
						AMZN MKTP US*TR9BQ7ZU0 IPHONE CASES-CITY DEVICES			
532		04/24	AP	08/28/23	0144456	US BANK	52.94		10/05/23
						AMZN MKTP US*T38CU25H2 BADGE HOLDER/RETRACT.REEL			
ACCOUNT TOTAL							8,386.05	.00	8,386.05
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
571		04/24	AP	09/29/23	0000000	PROFESSIONAL OFFICE SERVICES	11,463.84		10/10/23
						PRINT FALL'23 CURRENTS			
532		04/24	AP	08/25/23	0144456	US BANK	99.00		10/05/23
						STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION			
ACCOUNT TOTAL							11,562.84	.00	11,562.84
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
515		04/24	AP	09/22/23	0000000	GORDON FLESCH COMPANY	1,083.25		10/10/23
						COPIERS/24629-MPS-01 09/22/23-10/21/23			
ACCOUNT TOTAL							1,083.25	.00	1,083.25
606-1078-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
515		04/24	AP	09/27/23	0000000	STORMWIND LLC	3,180.00		10/10/23
						REG:AAXMO-JAEGER/AMELING ULTIMATE ACCESS PLUS			
ACCOUNT TOTAL							3,180.00	.00	3,180.00
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
532		04/24	AP	09/18/23	0144456	US BANK	63.00		10/05/23
						AMZN MKTP US*TX0Z07ZRO CONNECTION BOX REPLACEMT			
532		04/24	AP	09/01/23	0144456	US BANK	123.94		10/05/23
						AMZN MKTP US*T32QN6DD1 M140 SCANNER ROLLERS			
532		04/24	AP	08/23/23	0144456	US BANK	124.00		10/05/23
						AMZN MKTP US*TQ68X4XB1 RECEIPT PRINTER-FBO			
ACCOUNT TOTAL							310.94	.00	310.94

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FUND 606 DATA PROCESSING FUND										
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
571		04/24 AP		09/30/23	0000000	IP PATHWAYS, LLC	6,111.28			10/10/23
						DR AS A SERVICE				
						MONTHLY BILLING SEP. 2023				
						ACCOUNT TOTAL	6,111.28	.00	6,111.28	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
515		04/24 AP		09/22/23	0000000	BERRY DUNN MCNEIL & PARKER, L	4,425.00			10/10/23
						FINANCE SYS.RFP CONSULT.				
532		04/24 AP		08/25/23	0144456	US BANK	61.99			10/05/23
						AMAZON.COM*TQ7YG6K81				
						DESKTOP MEMORY-TRSFR STN				
						ACCOUNT TOTAL	4,486.99	.00	4,486.99	
						FUND TOTAL	35,463.03	.00	35,463.03	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
571		04/24 AP		10/02/23	0000000	PDCM INSURANCE	3,541.67			10/10/23
						BENEFITS CONSULTING SERV.				
						OCTOBER 2023				
						ACCOUNT TOTAL	3,541.67	.00	3,541.67	
						FUND TOTAL	3,541.67	.00	3,541.67	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
555		04/24 AP		09/21/23	0000000	NORTHLAND PRODUCTS CO.	36.40			10/10/23
						USED OIL COLLECTION				
555		04/24 AP		09/21/23	0000000	NORTHLAND PRODUCTS CO.	4,600.00			10/10/23
						ALLISON TRANSMISSION OIL				
555		04/24 AP		09/20/23	0000000	CONSOLIDATED ENERGY COMPANY	855.00			10/10/23
						#2DIESEL-GREENWD CEMETERY				
555		04/24 AP		09/19/23	0000000	VIAFIELD GROWING OPPORTUNITY	25,351.04			10/10/23
						#2 DIESEL 2200 TECH				
568		04/24 AP		08/31/23	0000000	NAPA AUTO PARTS	372.58			10/10/23
						NAPA PARTS				
512		03/24 AP		08/30/23	0144323	VIAFIELD GROWING OPPORTUNITY		24,757.17		09/29/23
						VOID CK-WRONG AMT/PAY TO				
						DIESEL TO TECH PKWY				
						ACCOUNT TOTAL	31,215.02	24,757.17	6,457.85	

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									BALANCE	
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
568		04/24	AP	08/31/23	0000000	NAPA AUTO PARTS	31.12			10/10/23
						NAPA PARTS				
						ACCOUNT TOTAL	31.12	0.00		31.12
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS										
546		04/24	AP	09/20/23	0000000	SERVICEWEAR APPAREL, INC.	155.84			10/10/23
						UNIFORMS VEHICLE MAINT				
546		04/24	AP	09/19/23	0000000	NORTH AMERICAN SAFETY, INC	106.50			10/10/23
						HI VISION UNIFORMS VM				
513		04/24	AP	09/17/23	0000000	SERVICEWEAR APPAREL, INC.	111.66			10/10/23
						UNIFORMS FOR REFUSE				
						ACCOUNT TOTAL	374.00	0.00		374.00
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
555		04/24	AP	09/22/23	0000000	MENARDS-CEDAR FALLS	13.98			10/10/23
						FUSES FOR #297				
568		04/24	AP	09/22/23	0000000	TOYNE, INC.	782.00			10/10/23
						CAMERA SYSTEM FD501				
568		04/24	AP	09/22/23	0000000	TOYNE, INC.	264.30			10/10/23
						#FD501 MONITOR PRESSURE SWITCH				
568		04/24	AP	09/22/23	0000000	TOYNE, INC.	1,622.59			10/10/23
						#FD501 FAN BLADE				
568		04/24	AP	09/22/23	0000000	TOYNE, INC.	436.34			10/10/23
						#FD503 TANK TO PUMP VALVE KIT				
555		04/24	AP	09/18/23	0000000	LAWSON PRODUCTS, INC.	4.90			10/10/23
						MISC SHOP SUPPLIES				
555		04/24	AP	09/17/23	0000000	LAWSON PRODUCTS, INC.	1,671.66			10/10/23
						MISC SHOP SUPPLIES				
568		04/24	AP	08/31/23	0000000	NAPA AUTO PARTS	38,529.58			10/10/23
						NAPA PARTS				
532		04/24	AP	08/24/23	0144456	US BANK	780.00			10/05/23
						KWIK TRIP 478 00004788 WASH CARDS				
						ACCOUNT TOTAL	44,105.35	0.00		44,105.35
685-6698-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
532		04/24	AP	09/13/23	0144456	US BANK	895.00			10/05/23
						SQ *NORTHLAND CDL TRAININ BEN NEUENDORF TRAINING				
						ACCOUNT TOTAL	895.00	0.00		895.00
685-6698-446.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
555		04/24	AP	09/08/23	0000000	ECHO GROUP, INC.	153.54			10/10/23

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS							continued		
GAS PUMP REPAIRS									
ACCOUNT TOTAL							153.54	.00	153.54
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
568		04/24 AP		09/18/23	0000000	D & D TIRE INC.	45.00		10/10/23
		#382 RRO							
568		04/24 AP		09/13/23	0000000	D & D TIRE INC.	140.00		10/10/23
		#383 TIRE REPAIR							
ACCOUNT TOTAL							185.00	.00	185.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
568		04/24 AP		10/04/23	0000000	C & C WELDING & SANDBLASTING	154.20		10/10/23
		#FDS03 DOOR							
568		04/24 AP		10/04/23	0000000	C & C WELDING & SANDBLASTING	99.00		10/10/23
		#491 SUCTION REDUCERS							
568		04/24 AP		09/27/23	0000000	MACQUEEN EQUIPMENT	1,514.21		10/10/23
		#297 ELECTRICAL ISSUE				REPAIR			
568		04/24 AP		09/25/23	0000000	RASMUSSEN CO., THE	75.00		10/10/23
		#2123 SL TOW TO PW							
568		04/24 AP		09/25/23	0000000	RASMUSSEN CO., THE	412.50		10/10/23
		#348 TOW TO PW							
568		04/24 AP		09/25/23	0000000	TRUCK CENTER COMPANIES EAST L	8,504.32		10/10/23
		#370 REPAIRED CLUTCH,				LINE AND FUEL SYSTEM			
568		04/24 AP		09/20/23	0000000	EVANSDALE TRUCK & TRAILER, LL	966.00		10/10/23
		REPLACE SPRINGS #245							
568		04/24 AP		09/19/23	0000000	CEDAR VALLEY AUTO GLASS INC.	32.00		10/10/23
		#296 WINDSHIELD CRACK							
568		04/24 AP		09/18/23	0000000	D & D TIRE INC.	535.00		10/10/23
		#373 LF TIRE							
568		04/24 AP		09/18/23	0000000	RASMUSSEN CO., THE	75.00		10/10/23
		PD20 TOW TO PW							
568		04/24 AP		08/16/23	0000000	D & D TIRE INC.	3,340.00		10/10/23
		#3068 MW SOLID TIRES							
ACCOUNT TOTAL							15,707.23	.00	15,707.23
FUND TOTAL							92,666.26	24,757.17	67,909.09

PREPARED 10/10/2023, 10:57:12
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 03/2024

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
515		04/24 AP		09/25/23	0000000	MADISON NATIONAL LIFE INS.CO.	4,340.16		10/10/23
LTD-OCTOBER 2023									
ACCOUNT TOTAL							4,340.16	.00	4,340.16
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
515		04/24 AP		09/25/23	0000000	MADISON NATIONAL LIFE INS.CO.	2,726.59		10/10/23
GROUP LIFE AD/D-OCT.2023									
ACCOUNT TOTAL							2,726.59	.00	2,726.59
FUND TOTAL							7,066.75	.00	7,066.75
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							2,364,617.07	34,177.69	2,330,439.38