



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JANUARY 20, 2020
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of January 6, 2020.

Agenda Revisions

Special Order of Business

2. Public hearing on the proposed FY2020-FY2025 Capital Improvements Program (CIP).
 - a) Receive and file proof of publication of notice of hearing. (Notice published January 8, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving and adopting the FY2020-FY2025 Capital Improvements Program (CIP).
4. Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.
5. Public hearing on a proposed Agreement for Private Development with SDC Real Estate, L.L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published January 10, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
6. Resolution approving and authorizing execution of an Agreement for Private Development with SDC Real Estate, L.L.C.
7. Public hearing on a proposed Second Agreement for Private Development with Standard Distribution Co.
 - a) Receive and file proof of publication of notice of hearing. (Notice published January 10, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
8. Resolution approving and authorizing execution of a Second Agreement for Private Development with Standard Distribution Co.
9. Public hearing on a proposed Amended and Restated Agreement for Private Development with Owen 5, L.L.C.

- a) Receive and file proof of publication of notice of hearing. (Notice published January 10, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
10. Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement with Owen 5, L.L.C.

Old Business

- 11. Pass Ordinance #2960, recreating the College Hill Self-Supported Municipal Improvement District (SSMID), upon its third & final consideration.
- 12. Pass Ordinance #2961, amending Section 26-118 of the Code of Ordinances by removing property located at 4911 University Avenue from the R-1, Residence District, and placing the same in the C-1, Commercial District, pursuant to provisions of a conditional zoning agreement, upon its second consideration.
- 13. Pass Ordinance #2962, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, upon its second consideration.

New Business

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

- 14. Receive and file a proclamation recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day of Service.
- 15. Receive and file the Committee of the Whole minutes of January 6, 2020 relative to the following items:
 - a) Capital Improvements Program (CIP).
 - b) Conflict of Interest/Ex Parte Communications/Role of Elected Officials.
 - c) Bus Route Restructuring.
 - d) Bills & Payrolls.
- 16. Approve the following applications for liquor licenses:
 - a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
 - b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
 - c) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.
 - d) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.

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

- 17. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 1616 Belle Avenue.
- 18. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 234 Clark Drive.
- 19. Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 929 Newman Avenue.

- [20.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2610 Valley Park Drive.
- [21.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2040 Waterloo Road.
- [22.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located in the vicinity of West 1st Street & Whitetail Drive.
- [23.](#) Resolution approving and authorizing execution of an agreement with Gillian Christy relative to placement of a sculpture at 220 Clay Street, as requested by the Cedar Falls Public Art Committee and the Art & Culture Board.
- [24.](#) Resolution approving and authorizing execution of three Red House Studio Leases relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's new Visiting Artist Program.
- [25.](#) Resolution approving the Certificate of Completion and accepting the work of Minturn, Inc. for the 2019 Bridge Maintenance Project.
- [26.](#) Resolution setting February 3, 2020 as the date of public hearing on the maximum levy rate.

Fill Council Vacancy by Appointment: (The following candidates are listed alphabetically by last name and will be given one opportunity to address the City Council. The speaking order for the candidates will be randomly selected and each candidate will be given three (3) minutes to speak. This will be the only time the candidates will be allowed to speak to this issue.)

Public comments will follow candidate comments. Each speaker will have one opportunity to speak up to three (3) minutes. Candidates will not be allowed to speak at this time.

- [27.](#) Appoint one of the following candidates to fill City Council vacancy:
 - a) Coil, Joyce
 - b) Didier, Nate
 - c) Frein, Thomas
 - d) Hagarty, Thomas P.
 - e) Popp, Penelope (Penny)
 - f) Rider, Sr., Paul Edward
 - g) Saul, LeaAnn
 - h) Sharp, Rick
 - i) Sims, Susan
 - j) Smith, Whitney J.
 - k) Taiber, Nick
 - l) Thulstrup, Neils Jorgen

Allow Bills and Payroll

- 28. Allow Bills and Payroll of January 20, 2020.

City Council Referrals

City Council Updates

Executive Session

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

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JANUARY 6, 2020
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, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Absent: None.
- 52605 - It was moved by Darrah and seconded by Kruse that the minutes of the Regular Meeting of December 16, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52606 - City Clerk Danielsen announced that Item 20 on the Resolution Calendar was being removed from the agenda.
- Mayor Green then read a statement regarding Non-Retaliation and Ombudsman Contact.
- 52607 - Mayor Green announced that in accordance with the public notice of December 20, 2019, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52608 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Fitch commented on the proposed plans, City Administrator Gaines responded to a question by Rick Sharp, 1623 Birch Street, and Community Main Street Director Carol Lilly expressed support of and appreciation for the project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52609 - It was moved by Miller and seconded by deBuhr that Resolution #21,831, approving and adopting the plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,831 duly passed and adopted.
- 52610 - Mayor Green announced that in accordance with the public notice of December 19, 2019, this was the time and place for a public hearing on proposed Amendment No. 1 to the College Hill Urban Renewal Plan. It was then moved by

Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52611 - The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed amendment. There being no one else present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 52612 - It was moved by Kruse and seconded by Miller that Resolution #21,832, determining an area of the City to be an economic and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the College Hill Urban Renewal Plan, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,832 duly passed and adopted.
- 52613 - Mayor Green announced that in accordance with the public notice of December 27, 2019, this was the time and place for a public hearing on proposed rezoning from R-1, Residence District, to C-1, Commercial District, of property located at 4911 University Avenue. It was then moved by deBuhr and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52614 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed rezoning. Petitioner Brad Jacobson, 806 Latham Place, offered to answer any questions. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 52615 - It was moved by Darrah and seconded by Kruse that Ordinance #2961, amending Section 26-118 of the Code of Ordinances by removing property located at 4911 University Avenue from the R-1, Residence District, and placing the same in the C-1, Commercial District, pursuant to provisions of a conditional zoning agreement, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.
- 52616 - It was moved by Miller and seconded by deBuhr that Ordinance #2960,

recreating the College Hill Self-Supported Municipal Improvement District (SSMID), be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

- 52617 - Following a comment by Councilmember deBuhr to amend Item 10, paragraph three, to reference Ward 5 instead of Ward 2, it was moved by deBuhr and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved as amended:

Receive and file the resignation of Robert M. Green as Cedar Falls City Council Member At Large.

Receive and file the report of the Mayor relative to the appointment of the Mayor Pro Tempore.

Receive and file the report of the Mayor relative to the appointment of the Administration, Public Works and Community Relations and Planning Committees.

Receive and file the City Council Goal Setting Report of December 9, 2019 and December 10, 2019.

Receive and file the Abstract of Votes for the November 5, 2019 Municipal Election and the December 3, 2019 Municipal Runoff Election.

Receive and file Departmental Monthly Reports of November 2019.

Approve the following applications for liquor licenses:

- a) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - renewal.
- b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - change in ownership.

Motion carried unanimously.

- 52618 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,833, approving and authorizing execution of a Contracted Education Proposal with Black Hawk County Conservation/Hartman Reserve Nature Center and the cities of Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo relative to providing public outreach and educational programs related to improving water quality and stormwater runoff.

Resolution #21,834, approving and accepting completion of public improvements in Sands Addition.

Resolution #21,835, approving the Certificate of Completion and accepting the work of S.M. Hentges & Sons Inc. for the Dry Run Creek Sanitary Sewer Improvements Project, Phase 2.

Resolution #21,836, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for the Olive Street Box Culvert Replacement Project.

Resolution #21,837, approving and accepting a Temporary Easement from CF Gateway Park, Inc., in conjunction with Gateway Business Park at Cedar Falls I.

Resolution #21,838, approving and accepting a Temporary Easement from Shri Mahaganapati and Hanumanta, Inc., in conjunction with Gateway Business Park at Cedar Falls I.

Resolution #21,839, approving and authorizing execution of a First Amendment to Developmental Procedures Agreement with CF Gateway Park, Inc. relative to Gateway Business Park at Cedar Falls I.

Resolution #21,840, approving and accepting completion of public improvements in Gateway Business Park at Cedar Falls I. (contingent upon approval of related First Amendment to Developmental Procedures Agreement)

Resolution #21,841, setting January 20, 2020 as the date of public hearing on the proposed FY2020-FY2025 Capital Improvements Program (CIP).

Resolution #21,842, setting January 20, 2020 as the date of public hearing to consider entering into a proposed Agreement for Private Development with SDC Real Estate, L.L.C.

Resolution #21,843, setting January 20, 2020 as the date of public hearing to consider entering into a proposed Second Agreement for Private Development with Standard Distribution Co.

Resolution #21,844, setting January 20, 2020 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Owen 5, L.L.C.

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: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #21,833 through #21,844 duly passed and adopted.

52619 - It was moved by deBuhr and seconded by Miller that Resolution #21,845, approving the recommendation of the Director of Public Safety Services and City Administrator by appointing Craig Berte as Acting Police Chief, be adopted. Following questions by Councilmembers Harding, Sires and Miller, Rick Sharp, 1623 Birch Street, Whitney Smith, 2904 Neola Street, Scott Dix, 7821 North

Union Road, Janesville, and responses by the Mayor, Public Safety Services Director Olson and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #21,845 duly passed and adopted.

- 52620 - It was moved by deBuhr and seconded by Miller that Resolution #21,846, approving and adopting certain revised Personnel Policies, be adopted. Following a question by Councilmember Sires and response by Finance & Business Operations Director Rodenbeck, it was moved by Harding and seconded by Sires to table the motion until the January 20, 2020 Council meeting. Motion to table failed 2-4 with Councilmembers Miller, deBuhr, Kruse and Darrah voting nay.

Following additional questions and comments by Scott Dix, 7821 North Union Road, Janesville, Whitney Smith, 2904 Neola Street, Councilmembers deBuhr, Miller and Harding, and responses by Finance & Business Operations Director Rodenbeck and City Attorney Rogers, the Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #21,846 duly passed and adopted.

- 52621 - It was moved by Miller and seconded by Harding that Resolution #21,847, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Ferrell Madden, LLC for the College Hill Area Study Amendment relative to the Cedar Falls Visioning & Zoning Code Update Project, be adopted. Following questions by Councilmembers Sires and Harding, comments by the Mayor and College Hill Partnership Executive Director Kathryn Sogard, 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,847 duly passed and adopted.

- 52622 - It was moved by Miller and seconded by Kruse that Ordinance #2962, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, be passed upon its first consideration. Engineer Technician Ray provided a brief summary of the proposed amendments and responded to a question by Councilmember Darrah. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

- 52623 - It was moved by Miller and seconded by deBuhr that Resolution #21,848, approving the filling of the At-Large City Council vacancy by appointment, directing publication of notice of the same, and establishing the application filing deadline and date of appointment, be adopted. City Administrator Gaines responded to questions by Councilmembers Miller, deBuhr, Sires and the Mayor.

Nick Taiber, 1709 Clay Street, spoke in support of the appointment and commented on election integrity.

The following individuals spoke in opposition to the appointment and in support of a special election:

Stan Smith, 3221 Pleasant Drive
LeaAnn Saul, 1825 Greenhill Road
Ron Florey, 301 Spruce Hills Drive
Minette Anderson, 2508 Union Road
Whitney Smith, 2904 Neola Street
Rosemary Beach, 5018 Sage Road
Nate Didier, 501 Barbara Drive
Scott Dix, 7821 North Union Road, Janesville
Rick Sharp, 1623 Birch Street
Tracy Sulentic, 1008 Rocklyn Street
Sharon Regenold, 108 Lilliput Lane

Following additional questions and comments by Councilmembers deBuhr, Harding, Kruse, Darrah, Sires and Miller, and responses by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #21,848 duly passed and adopted.

- 52624 - It was moved by deBuhr and seconded by Kruse that the bills and payrolls of January 6, 2020 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.
- 52625 - Councilmember Sires thanked Councilmember Miller for his work and support of improvements at the North Cedar Elementary School.
- 52626 - Councilmembers deBuhr and Kruse responded to comments by Whitney Smith, 2904 Neola Street, regarding a special election.

LeaAnn Saul, 1825 Greenhill Road, expressed appreciation for the interaction at the meeting.

Public Works Director Schrage and Public Safety Service Director Olson responded to comments by Tracy Sulentic, 1008 Rocklyn Street, regarding the position of Police Chief and North Cedar runoff.

Thomas Frein, 1315 Austin Way, spoke about voter turnout.

Jess Wittenburg, 4319 Wynnewood Drive, congratulated Mayor Green and new Councilmembers Harding and Sires on their election wins.

Rick Sharp, 1623 Birch Street, commented on low voter turnout and advocated for more town hall meetings.

Stan Smith, 3221 Pleasant Drive, spoke about city council appointments.

Paul Rider, 3422 Clearview Drive, spoke about making decisions based on economics and safety.

Ron Florey, 301 Spruce Hills Drive, congratulated the mayor for the discussion during the meeting.

Penny Popp, 4805 South Main Street, congratulated the mayor and the public in attendance at the meeting.

Jeremy Sulentic, 1008 Rocklyn Street, expressed concerns about not providing insurance for city employees over age 65 and their families. Finance & Business Operations Director Rodenbeck responded to the speaker and Councilmember Miller.

Councilmember Kruse commented on the analytics of issues and using accurate information to make decisions.

Councilmember Sires requested to start each meeting with the pledge of allegiance and advocated to reestablish Council committees.

Mayor Green expressed appreciation for the dialogue at the meeting.

52627 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:18 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 2.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 15, 2020
SUBJECT: FY20-FY25 Capital Improvements Program

The FY20-FY25 Capital Improvements Program (CIP) is on the agenda for your formal approval. The CIP was presented at committee on January 6th to the City Council and the Planning & Zoning Commission.

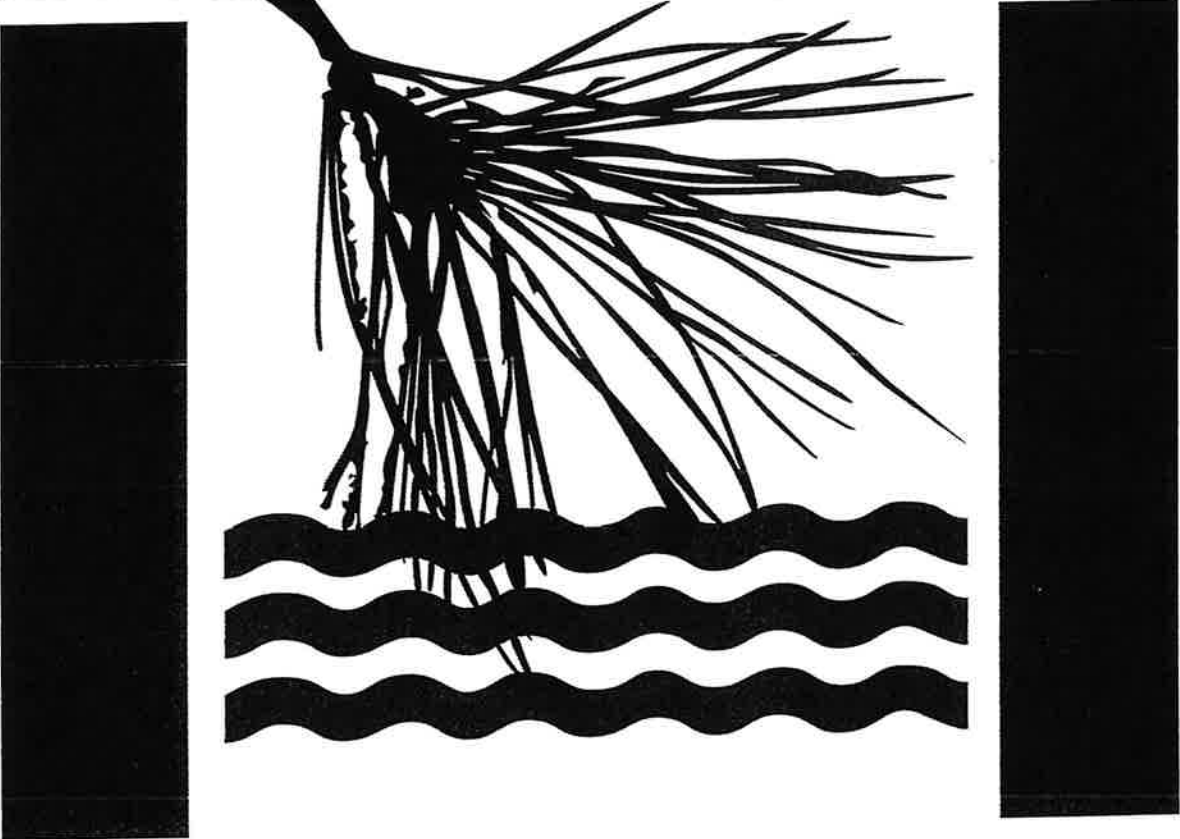
If you have questions regarding the CIP or its impact, please feel free to contact me.

CITY OF CEDAR FALLS

FY20 – FY25 PRELIMINARY CAPITAL IMPROVEMENT PROGRAM

Prepared by:
Department of Finance & Business Operations

C · E · D · A · R



F · A · L · L · S

Town

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

ITEM 2.

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

New FY20

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY20		FY21		FY22		FY23		FY24		FY25		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
1	Gibson Property Development - Phase I	ADM/ED	TIF-SCF	300,000			TIF-SCF	1,075,000	TIF-SCF	1,425,000	TIF-SCF	315,000			TIF-SCF	3,115,000	3,115,000
2	Gibson Property Development - Phase II	ADM/ED									TIF-SCF	600,000	TIF-SCF	715,000	TIF-SCF	1,315,000	1,315,000
3	Gibson Property Development - Phase III-V	ADM/ED											TIF-SCF	6,310,000	TIF-SCF	6,310,000	6,310,000
4	Industrial Park Expansion (Phase V & VI)	ADM/ED	TIF-UN	500,000	TIF-UN	5,000,000							TIF-UN	2,300,000	TIF-UN	7,800,000	7,800,000
5	Industrial Park Land Acquisition	ADM/ED			TIF-UN	1,500,000			TIF-UN	1,500,000			TIF-UN	1,500,000	TIF-UN	4,500,000	4,500,000
6	Mill Race Incentives	ADM/ED	WLOO	33,000											WLOO	33,000	116,880
			CFU	28,380											CFU	28,380	
			TIF-DT	33,000											TIF-DT	33,000	
			UNI	15,000											UNI	15,000	
			WART	7,500											WART	7,500	
7	Northern Industrial Park: Insurance and Maintenance	ADM/ED	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	180,000	180,000
8	River Place Development Project	ADM/ED	TIF-DT	600,000	TIF-DT	700,000	TIF-DT	1,000,000	TIF-DT	1,000,000	TIF-DT	1,000,000	TIF-DT	1,000,000	TIF-DT	5,300,000	13,900,000
			PRIV	8,000,000	PRIV	600,000									PRIV	8,600,000	
9	Bond Fees	FBO/ADM	GO 2020	50,000			GO 2022	50,000			GO 2024	50,000			GO	150,000	150,000
10	Capitalized Interest	FBO/ADM	GO 2020	150,000			GO 2022	150,000			GO 2024	150,000			GO	450,000	450,000
11	Climate Action Plan/Sustainability	FBO/ADM	GR	43,500	GR	95,000	GR	25,000	GR	25,000	GR	25,000	GR	25,000	GR	238,500	246,500
			CFU	8,000											CFU	8,000	
12	Vehicle Replacement Program	FBO/ADM	SCF	505,000	SCF	292,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	1,797,000	6,026,000
			SRF	500,000	SRF	60,000	SRF	35,000	SRF	35,000	SRF	35,000	SRF	35,000	SRF	700,000	
			REF	420,000	REF	265,000	REF	200,000	REF	200,000	REF	200,000	REF	200,000	REF	1,485,000	
			VRF	304,000	VRF	340,000	VRF	350,000	VRF	350,000	VRF	350,000	VRF	350,000	VRF	2,044,000	
13	Cable TV Equipment Upgrades	FBO/CTV	CTF	105,000	CTF	105,000	CTF	105,000	CTF	105,000	CTF	105,000	CTF	105,000	CTF	630,000	630,000
14	Studio Camera Replacement	FBO/CTV	CTF	190,000											CTF	190,000	190,000
15	Video Switcher/Replay replacement	FBO/CTV			CTF	110,000									CTF	110,000	110,000
16	Business Continuity	FBO/IS	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	42,000	42,000
17	Camera's - Installation, Maintenance & Replacements	FBO/IS	GO 2020	20,000	GO 2020	20,000	GO 2022	120,000	GO 2022	120,000	GO 2024	120,000	GO 2024	20,000	GO	420,000	420,000
18	CIP/Capital Asset Software	FBO/IS	DPR	15,000	DPR	50,000									DPR	65,000	65,000
19	City Mobile App	FBO/IS	DPR	1,950	DPR	1,950	DPR	1,950	DPR	1,950	DPR	1,950			DPR	9,750	9,750
20	Community Center Audio/Visual Upgrade	FBO/IS			DPR	20,000									DPR	20,000	20,000
21	Computer Equipment & Software	FBO/IS	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	420,000	420,000
22	Document Imaging	FBO/IS	DPR	6,000	DPR	35,000	DPR	6,000			DPR	6,000	DPR	20,000	DPR	73,000	73,000
23	Financial System	FBO/IS					DPR	200,000	DPR	20,000	DPR	20,000	DPR	20,000	DPR	260,000	260,000
24	GIS	FBO/IS	DPR	15,000	DPR	20,000	DPR	20,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	100,000	100,000
25	Mid-Range Operating System Upgrade	FBO/IS			DPR	7,500					DPR	7,500			DPR	15,000	15,000
26	Mobile Data Computer Replacement - Police	FBO/IS	DPR	30,000	DPR	20,000	DPR	30,000	DPR	20,000	DPR	10,000	DPR	10,000	DPR	120,000	120,000
27	New Application Tracking System	FBO/IS	DPR	11,375	DPR	7,125	DPR	7,125	DPR	7,125	DPR	7,125			DPR	39,875	39,875
28	Penetration Security Testing Services	FBO/IS	DPR	20,000			DPR	20,000			DPR	20,000			DPR	60,000	60,000
29	Network Upgrades	FBO/IS	DPR	80,000	DPR	90,000	DPR	70,000	DPR	25,000	DPR	10,000	DPR	90,000	DPR	365,000	365,000
30	Work Order Management Software	FBO/IS					DPR	25,000	DPR	25,000					DPR	50,000	50,000
31	Parking Lot: College Hill Parking Restoration	FBO/PARKING			TIF-CH	220,000									TIF-CH	220,000	220,000
32	Parking Lot: Downtown Parking Ramp Feasibility Study	FBO/PARKING			TIF-DT	100,000									TIF-DT	100,000	100,000
33	Parking Lot: Gateway Park Parking Lot & Lighting	FBO/PARKING					PMF	250,000							PMF	250,000	250,000
34	Parking Lot: Downtown Lot Improvements	FBO/PARKING							TIF-DT	300,000					TIF-DT	300,000	300,000
35	Parking Lot: South Main Street Parking Lot	FBO/PARKING	GO 2020	165,000											GO	165,000	165,000

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

ITEM 2.

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New FY20

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY20		FY21		FY22		FY23		FY24		FY25		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
36	Parking Equipment/Technology Replacement	FBO/PARKING											PMF	100,000	PMF	100,000	100,000
37	Pavement Markings - College Hill	FBO/PARKING			TIF-CH	2,500	TIF-CH	2,500							TIF-CH	5,000	10,000
					PMF	2,500	PMF	2,500							PMF	5,000	
38	Signage Improvements - College Hill	FBO/PARKING	TIF-CH	2,500	TIF-CH	5,000									TIF-CH	7,500	20,000
			PMF	2,500	PMF	10,000									PMF	12,500	
39	Signage Improvements - Downtown	FBO/PARKING	TIF-DT	6,666											TIF-DT	6,666	20,000
			CMS	6,666											CMS	6,666	
			PMF	6,668											PMF	6,668	
40	Wayfinding Signage Improvements	FBO/PARKING	TIF-DT	16,000	TIF-DT	16,000	TIF-DT	16,000							TIF-DT	48,000	144,000
			CMS	16,000	CMS	16,000	CMS	16,000							CMS	48,000	
			PMF	16,000	PMF	16,000	PMF	16,000							PMF	48,000	
41	100 Block Lot Purchase	FBO/PARKING			TIF-DT	257,260	TIF-DT	257,260	TIF-DT	257,260					TIF-DT	771,780	791,910
					PRIV	6,710	PRIV	6,710	PRIV	6,710					PRIV	20,130	
42	Access to Transportation	CD/CDBG					CDBG	30,000					CDBG	22,420	CDBG	52,420	52,420
43	Neighborhood Accessibility	CD/CDBG	CDBG	106,909									CDBG	26,590	CDBG	133,499	133,499
44	Neighborhood Infrastructure	CD/CDBG			CDBG	57,850	CDBG	51,000	CDBG	54,010					CDBG	162,660	162,660
45	Owner Occupied Rehabilitation	CD/CDBG	CDBG	16,500	CDBG	11,000	CDBG	11,000	CDBG	67,000	CDBG	67,000			CDBG	172,500	652,500
			HOME	120,000	HOME	90,000	HOME	90,000	HOME	90,000	HOME	90,000			HOME	480,000	
46	Recreational Amenities	CD/CDBG	CDBG	50,000	CDBG	50,610	CDBG	57,510							CDBG	158,120	158,120
47	Renter Occupied Rehabilitation	CD/CDBG	CDBG	101,320	CDBG	33,500			CDBG	33,500	CDBG	33,500			CDBG	201,820	201,820
48	City Hall Repurpose & Remodel	CD/INSPECT	GFS	50,000	GFS	1,500,000	GFS	1,500,000							GFS	3,050,000	3,050,000
49	Code Enforcement, Property Clean-up, Condemnation	CD/INSPECT	CDBG	5,000			CDBG	5,000					CDBG	5,000	CDBG	15,000	285,000
			CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	270,000	
50	Hearst Center Expansion	CD/INSPECT											PRIV	500,000	PRIV	2,370,000	5,000,000
													GO 2024	700,000	GO	700,000	
													CF	650,000	CF	650,000	
													F/S	600,000	F/S	600,000	
													CIF	180,000	CIF	180,000	
													BHCG	500,000	BHCG	500,000	
51	Land Acquisition-School Administration Land	CD/INSPECT											GFS	1,000,000	GFS	1,000,000	1,000,000
52	Recreation Center Usage/Need/Study	CD/INSPECT	RCCIP	57,125											RCCIP	57,125	57,125
53	Bike Network on-street Signage	CD/PLAN	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	30,000	30,000
54	Bus Shelters & Related Amenities	CD/PLAN			MET	15,000			MET	15,000			MET	15,000	MET	45,000	45,000
55	Cedar River Safety and Recreational River Improvements Phase I	CD/PLAN							ER	1,000,000					ER	1,000,000	4,100,000
									PRIV	250,000	PRIV	250,000			PRIV	500,000	
									BHCG	1,500,000					BHCG	1,500,000	
									H/M-VT	300,000					H/M-VT	300,000	
									GO 2022	400,000					GO	400,000	
									F/S	400,000					F/S	400,000	
56	Comprehensive Plan & Zoning Code Updates	CD/PLAN	GR	75,000	GR	200,000	GR	100,000	GR	150,000	GR	150,000	GR	150,000	GR	825,000	950,000
			TIF-DT	50,000											TIF-DT	50,000	
			TIF-CH	25,000											TIF-CH	25,000	
									TIF-UN	50,000					TIF-UN	50,000	

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
57	Conversion of rental homes back to owner-occupied	CD/PLAN	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	600,000	600,000
58	Prairie Parkway Landscaping/Beautification	CD/PLAN	TIF-PP	230,000	TIF-PP	160,000									TIF-PP	390,000	450,000
			PRIV	60,000											PRIV	60,000	
59	Property/Flood Buyouts	CD/PLAN	CP	70,000	CP	70,000	CP	70,000	CP	70,000	CP	70,000	CP	70,000	CP	420,000	420,000
60	Public Housing Authority Admin Plan Updates	CD/PLAN	PHA	15,000											PHA	15,000	15,000
61	Wayfinding Signage Plan	CD/PLAN	H/M-VT	25,000					H/M-VT	25,000					H/M-VT	50,000	50,000
62	Ballfield Fencing Spot Repair	CD/REC			SBPF	5,000									SBPF	5,000	5,000
63	Rec Center Locker Rooms	CD/REC				RCCIP	500,000								RCCIP	500,000	500,000
64	Weight Equipment	CD/REC					RCCIP	300,000							RCCIP	300,000	300,000
65	Falls - Animal Floatables Replacement	CD/REC									RCCIP	12,000			RCCIP	12,000	12,000
66	Falls - Block Work	CD/REC						RCCIP	25,000						RCCIP	25,000	25,000
67	Falls - Chair/Innertube Replacement	CD/REC										RCCIP	18,000		RCCIP	18,000	18,000
68	Falls - Chemical System Controllers	CD/REC				RCCIP	14,500								RCCIP	14,500	14,500
69	Falls - Paint Aquatic Center Pools	CD/REC				RCCIP	200,000								RCCIP	200,000	200,000
70	Falls - Play Equipment	CD/REC									RCCIP	30,000			RCCIP	30,000	30,000
71	Falls- Rock Structure Painting	CD/REC							RCCIP	15,000					RCCIP	15,000	15,000
72	Falls- Shelter	CD/REC										RCCIP	17,000		RCCIP	17,000	17,000
73	Falls- Waterslide Refinish/Repair	CD/REC				RCCIP	300,000								RCCIP	300,000	300,000
74	Falls- Wood	CD/REC	RCCIP	10,000											RCCIP	10,000	10,000
75	Replace seating in Mae Latta Hall	CD/CULT					CIF	7,000							CIF	7,000	7,000
76	Replace tile flooring on lower level	CD/CULT							CIF	10,170					CIF	10,170	10,170
77	Restroom Refurbish - Lower Level	CD/CULT										CIF	35,000		CIF	35,000	35,000
78	Restroom Refurbish - Upper Level	CD/CULT							CIF	35,000					CIF	35,000	35,000
79	Usage/Need/Space Study	CD/CULT	ACB	10,000		FRIEND	5,000								ACB	10,000	15,000
															FRIEND	5,000	
80	RAGBRAI Start Up Funds	CD/V&T											TRC	5,000	TRC	5,000	5,000
81	Replace Horse & Rider Sculpture @ Visitor Center	CD/V&T											TRC	950	TRC	950	20,000
													PRIV	9,550	PRIV	9,550	
													ACB	9,500	ACB	9,500	
82	Replacement of Street Banners	CD/V&T	TRC	2,500			TRC	2,500				TRC	2,500		TRC	7,500	7,500
83	Trail Sign in George Wyth State Park	CD/V&T				TRC	8,000								TRC	8,000	8,000
84	Visitor Center Landscape area to west of patio	CD/V&T	TRC	5,000											TRC	5,000	5,000
85	Bridges/Culverts: Black Hawk Rd. Box Culvert Replacement	PW/ENG							STW	345,000					STW	345,000	383,000
									GO 2022	38,000					GO	38,000	
86	Bridges/Culverts: Campus Street Box Culvert Replacement	PW/ENG	STB	350,000											STB	350,000	350,000
87	Bridges/Culverts: Hudson Road Bridge Deck Overlay	PW/ENG					SCF	610,000							SCF	610,000	610,000
88	Bridges/Culverts: Inspections/Repairs	PW/ENG	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	765,000	765,000
89	Bridges/Culverts: Olive Street Box Culvert Replacement	PW/ENG				STW	650,000								STW	650,000	1,160,000
			GO 2020	310,000	GO 2020	200,000									GO	510,000	
90	Bridges/Culverts: Ridgeway Avenue Bridge Replacement	PW/ENG					TIF-SCF	65,000	TIF-SCF	120,000					TIF-SCF	185,000	665,000
									F/S	480,000					F/S	480,000	
91	Bridges/Culverts: Union Road Box Culvert Replacement	PW/ENG					SCF	55,000	SCF	55,000					SCF	110,000	415,000
									STW	305,000					STW	305,000	

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
92	Bridges/Culverts: W. 20th Street Box Culvert Replacement	PW/ENG	F/S	30,000											F/S	30,000	30,000
93	Bridges/Culverts: Walnut Street Bridge Replacement	PW/ENG	LST	250,000											LST	250,000	825,000
			SCF	250,000											SCF	250,000	
			STB	325,000												STB	
94	Flood Control: Cedar River Levee Improvements	PW/ENG	STG	1,000,000											STG	1,000,000	1,000,000
95	Industrial & City Development: Infrastructure Oversizing	PW/ENG	GO 2018	50,000	GO 2018	50,000	GO 2022	50,000	GO 2022	50,000	GO 2024	50,000	GO 2024	50,000	GO	300,000	660,000
			STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	180,000	
			SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	
96	Sanitary Sewer: Ice House Museum Sanitary Sewer Service	PW/ENG	CFHS	20,000											CFHS	20,000	20,000
97	Sidewalks/Trails: Assessment Program	PW/ENG	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	600,000	600,000
98	Sidewalks/Trails: Bluebell Road Sidewalk Infill	PW/ENG			GO 2020	10,000									GO	10,000	10,000
99	Sidewalks/Trails: Campus Street Sidewalk Infill	PW/ENG	GO 2020	25,000											GO	25,000	25,000
100	Sidewalks/Trails: Center Street (Cottage Row - Lone Tree)	PW/ENG	F/S	90,000											F/S	90,000	90,000
101	Sidewalks/Trails: Hudson Road Recreation Trail Phase IV	PW/ENG	GO 2018	16,000	GO 2018	20,000									GO	36,000	72,000
					PRIV	36,000									PRIV	36,000	
102	Sidewalks/Trails: Lake Street Trail	PW/ENG					GO 2022	79,000							GO	79,000	395,000
							F/S	316,000							F/S	316,000	
103	Sidewalks/Trails: Lloyd Lane Sidewalk Infill	PW/ENG									GO 2024	30,000			GO	30,000	30,000
104	Sidewalks/Trails: Peter Melendy Park Renovation	PW/ENG	TIF-DT	300,000											TIF-DT	300,000	300,000
105	Sidewalks/Trails: Reconstruction Program	PW/ENG	GO 2020	75,000	GO 2020	75,000	GO 2022	75,000	GO 2022	75,000	GO 2024	75,000	GO 2024	75,000	GO	450,000	450,000
106	Sidewalks/Trails: Rownd Street Sidewalk Infill	PW/ENG			GO 2020	40,000									GO	40,000	40,000
107	Sidewalks/Trails: Trail Oversizing	PW/ENG	GO 2020	20,000	GO 2020	20,000	GO 2022	20,000	GO 2022	20,000	GO 2024	20,000	GO 2024	20,000	GO	120,000	120,000
108	Sidewalks/Trails: Trail Reconstruction	PW/ENG	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	300,000	300,000
109	Sidewalks/Trails: Union Road Trail Phase II	PW/ENG	GO 2020	43,000	GO 2020	230,000									GO	273,000	573,000
					F/S	300,000									F/S	300,000	
110	Sidewalks/Trails: W. 20th Street Sidewalk Infill	PW/ENG	GO 2020	20,000											GO	20,000	20,000
111	Storm Water: Cedar Heights Storm Sewer	PW/ENG	STB	117,000											STB	117,000	117,000
112	Storm Water: Clay Street Park Drainage	PW/ENG	STB	123,000											STB	123,000	273,000
			F/S	150,000										F/S	150,000		
113	Storm Water: Comprehensive Watershed Assessment	PW/ENG	STW	55,000											STW	55,000	55,000
114	Storm Water: Drainage Studies	PW/ENG			STW	75,000			STW	75,000			STW	75,000	STW	225,000	225,000
115	Storm Water: Erosion Repair Project	PW/ENG	STW	25,000			STW	25,000			STW	25,000			STW	75,000	75,000
116	Storm Water: Greenhill Road Ext. Bioretention Swales/Cells	PW/ENG					F/S	75,000							F/S	75,000	100,000
							STW	25,000							STW	25,000	
117	Storm Water: Permeable Alley Program	PW/ENG			STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	425,000	1,560,000
			STB	85,000										STB	85,000		
			SCF	175,000	SCF	175,000	SCF	175,000	SCF	175,000	SCF	175,000	SCF	175,000	SCF	1,050,000	
118	Storm Water: Slope Repair	PW/ENG	GO 2020	65,000	GO 2020	220,000									GO	285,000	285,000
119	Storm Water: University Avenue Bioretention Swales/Cells	PW/ENG	STW	45,000											STW	45,000	120,000
			F/S	75,000											F/S	75,000	
120	Streets: Annual Street Repair Program (Resurfacing & Reconstruction)	PW/ENG	LST	3,250,000	LST	2,900,000	LST	2,950,000	LST	2,700,000	LST	3,300,000	LST	3,000,000	LST	18,100,000	20,660,000
			GO 2020	60,000	GO 2020	60,000	GO 2022	60,000	GO 2022	60,000	GO 2024	60,000	GO 2024	60,000	GO	360,000	
			SRF	350,000	SRF	250,000	SRF	150,000	SRF	150,000	SRF	150,000	SRF	150,000	SRF	1,200,000	
			SCF	100,000	SCF	100,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,000,000	

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
121	Streets: Ashworth Dr. in Prairie Winds Subdivision	PW/ENG			SA	131,250	SA	1,050,000							SA	1,181,250	1,181,250
122	Streets: Extension of Ashworth Drive to Hudson Road	PW/ENG			CP	265,000	CP	430,000							CP	695,000	695,000
123	Streets: Cedar Heights Drive Reconstruction	PW/ENG	GO 2020	735,000	F/S	1,535,000	F/S	1,365,000							F/S	2,900,000	6,935,000
			CFU	200,000			GO 2022	240,000							GO	975,000	
					SCF	687,000	SCF	960,000							CFU	200,000	
					LST	228,000	LST	985,000							SCF	1,647,000	
															LST	1,213,000	
124	Streets: Center Street Improvements	PW/ENG			BHCG	300,000									BHCG	300,000	1,355,000
					SCF	175,000									SCF	175,000	
			ER	100,000	ER	25,000	ER	375,000							ER	500,000	
			GO 2020	130,000											GO	130,000	
					CFU	250,000									CFU	250,000	
125	Streets: Greenhill Road Extension (Hudson Road to 27th Street)	PW/ENG	GO 2018	85,000											GO	85,000	85,000
126	Streets: Greenhill Road & Hudson Intersection Improvements	PW/ENG	PRIV	50,000	PRIV	500,000									PRIV	550,000	550,000
127	Streets: Greenhill Road & South Main Street Intersection	PW/ENG			GO 2020	290,000	GO 2022	298,000	GO 2022	750,000					GO	1,338,000	3,875,000
							SCF	687,000	SCF	150,000					SCF	837,000	
							CFU	200,000	CFU	280,000					CFU	480,000	
									LST	665,000	LST	555,000			LST	1,220,000	
128	Streets: Hwy 58 & Greenhill Road Intersection	PW/ENG											F/S	32,000,000	F/S	32,000,000	36,000,000
													TIF-UN	4,000,000	TIF-UN	4,000,000	
129	Streets: Hwy 58 & Viking Road Intersection Improvements	PW/ENG	F/S	6,965,640	F/S	6,965,640									F/S	13,931,280	21,427,940
			TIF-UN	3,748,330	TIF-UN	3,748,330									TIF-UN	7,496,660	
130	Streets: Main Street Alley	PW/ENG	BHCG	45,000											BHCG	45,000	325,000
			TIF-DT	280,000											TIF-DT	280,000	
131	Streets: Main Street Reconstruction	PW/ENG					SCF	200,000	F/S	1,500,000					F/S	1,500,000	8,300,000
									SCF	687,000					SCF	887,000	
											STW	150,000	STW	150,000	STW	300,000	
											LST	1,163,000	LST	1,400,000	LST	3,963,000	
							GO 2022	500,000			GO 2024	500,000	GO 2024	650,000	GO	1,650,000	
132	Streets: Prairie Parkway & Viking Road Traffic Signals	PW/ENG							LST	125,000					LST	125,000	1,460,000
									TIF-PP	67,500	TIF-PP	875,000			TIF-PP	942,500	
									SCF	142,500	SCF	250,000			SCF	392,500	
133	Streets: Ridgeway Avenue Reconstruction	PW/ENG			TIF-SCF	300,000	TIF-SCF	1,965,000	TIF-SCF	1,265,000					TIF-SCF	3,530,000	5,230,000
			PRIV	1,700,000											PRIV	1,700,000	
134	Streets: Seal Coat Program	PW/ENG	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	600,000	600,000
135	Streets: Signalization of Hudson Road/Ridgeway Intersection	PW/ENG					TIF-SCF	330,000							TIF-SCF	330,000	330,000
136	Streets: Traffic Planning	PW/ENG	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	450,000	450,000
137	Streets: Union Road Phase I - From 27th to University	PW/ENG											LST	250,000	LST	250,000	4,040,000
													GO 2024	475,000	GO	475,000	
													F/S	1,010,000	F/S	1,010,000	
													SCF	687,000	SCF	2,305,000	
138	Streets: University Ave.-Waterloo Connection	PW/ENG			LST	255,000									LST	255,000	255,000

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
139	Streets: Viking Road Reconstruction & Sidewalk Infill	PW/ENG	TIF-UN	100,000	TIF-UN	150,000	TIF-UN	3,100,000							TIF-UN	3,350,000	3,350,000
140	Streets: West 1st Street Reconstruction	PW/ENG	F/S	2,904,278	F/S	2,904,278									F/S	5,808,556	14,909,111
			GO 2020	90,000			GO 2022	150,000							GO	240,000	
							SRB-6	1,565,000							SRB-6	1,565,000	
			CFU	829,500	CFU	829,500									CFU	1,659,000	
							SCF	353,305							SCF	353,305	
							LST	5,283,250							LST	5,283,250	
141	Streets: W. 12th Street Extension	PW/ENG			PRIV	500,000									PRIV	500,000	500,000
142	Streets: W. 12th Street Reconstruction	PW/ENG	LST	500,000	LST	300,000									LST	800,000	1,015,000
			SCF	15,000	SCF	200,000									SCF	215,000	
143	Streets: W. 22nd Street Expansion	PW/ENG			LST	300,000									LST	300,000	540,000
			TIF-CH	15,000	TIF-CH	25,000									TIF-CH	40,000	
					SCF	200,000									SCF	200,000	
144	Streets: W. 23rd Street Reconstruction	PW/ENG							GO 2024	50,000					GO	50,000	700,000
											LST	550,000			LST	550,000	
											UNI	100,000			UNI	100,000	
145	Streets: West 27th Street Improvements	PW/ENG			SCF	400,000	SCF	3,050,000							SCF	3,450,000	3,900,000
							GO 2022	100,000							GO	100,000	
							LST	350,000							LST	350,000	
146	Streetscape: Downtown Brick Replacement	PW/ENG	BHCG	105,000	BHCG	105,000	BHCG	215,625	BHCG	215,625					BHCG	641,250	3,025,220
			TIF-DT	501,220	TIF-DT	367,000	TIF-DT	837,375	TIF-DT	678,375					TIF-DT	2,383,970	
147	Streetscape: Downtown Streetscape Plan Implementation	PW/ENG	BHCG	249,212	BHCG	239,000	BHCG	154,800							BHCG	643,012	4,255,364
			CMS	143,494	CMS	31,600	CMS	1,425							CMS	176,519	
			TIF-DT	1,097,380	TIF-DT	1,499,433	TIF-DT	588,775							TIF-DT	3,185,588	
			CFU	85,752	CFU	114,493	CFU	50,000							CFU	250,245	
148	Pheasant Ridge Cart Path Renovations	PW/GOLF	GIF	20,000			GIF	20,000							GIF	40,000	40,000
149	Pheasant Ridge Improvements	PW/GOLF					GIF	65,000							GIF	65,000	65,000
150	Bess Streeter Park Playground Equipment Upgrade	PW/PARK					H/M-PK	5,000							H/M-PK	5,000	35,000
							PRIV	30,000							PRIV	30,000	
151	Big Woods Campground Cabins	PW/PARK					PRIV	125,000							PRIV	125,000	125,000
152	Emerald Ash Borer - Removal of Ash Trees	PW/PARK	GR	50,000	GR	75,000	GR	75,000	GR	50,000					GR	250,000	250,000
153	Gold Star Family Memorial Monument	PW/PARK			H/M-PK	15,000									H/M-PK	15,000	105,000
					PRIV	50,000	PRIV	40,000							PRIV	90,000	
154	Island Park Masterplan	PW/PARK	H/M-PK	15,000	H/M-PK	100,000									H/M-PK	115,000	115,000
155	New Park Identification Signage	PW/PARK	H/M-PK	15,000	H/M-PK	15,000	H/M-PK	15,000							H/M-PK	45,000	45,000
156	North Cedar School Playground Equipment	PW/PARK			H/M-PK	75,000									H/M-PK	75,000	150,000
					SCHOOLS	75,000									SCHOOLS	75,000	
157	Park Improvements	PW/PARK	F/S	25,000			F/S	40,000				F/S	25,000		F/S	90,000	90,000
158	Parks and Public Lands Master Plan	PW/PARK							H/M-PK	50,000	H/M-PK	50,000			H/M-PK	100,000	100,000
159	Place to Play Park - Future Maintenance	PW/PARK	PRIV	3,000	PRIV	3,000	PRIV	3,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	27,000	27,000
160	Roundabout Landscape Improvements	PW/PARK					GO 2022	5,000	GO 2022	5,000	GO 2024	5,000	GO 2024	5,000	GO	20,000	20,000

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

ITEM 2.

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

New FY20

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY20		FY21		FY22		FY23		FY24		FY25		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
161	Seal Coat/Asphalt Overlay Program: Park & Cemetery	PW/PARK	SCF	50,000	SCF	150,000	SCF	50,000	SCF	150,000	SCF	50,000	SCF	150,000	SCF	600,000	600,000
162	Shelter Construction (Seerley Park)	PW/PARK			H/M-PK	15,000									H/M-PK	15,000	45,000
					PRIV	30,000									PRIV	30,000	
163	Skate Park Relocation	PW/PARK	PRIV	25,000	PRIV	250,000									PRIV	275,000	275,000
164	Street Tree Replacement	PW/PARK	H/M-PK	15,000	H/M-PK	35,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	82,000	82,000
165	Trail Maintenance	PW/PARK	H/M-TR	40,000	H/M-TR	40,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	280,000	280,000
166	Veterans Memorial Park Signs	PW/PARK			H/M-PK	4,800	H/M-PK	800							H/M-PK	5,600	5,600
167	Landscaping Roadways/Monuments & Signage	PW/LANDSCAPE			H/M-VT	50,000			H/M-VT	50,000			H/M-VT	50,000	H/M-VT	150,000	150,000
168	New Park Development	PW/LANDSCAPE			F/S	50,000					F/S	50,000		F/S	100,000	100,000	
169	Northern Cedar Falls Landscape Improvements	PW/LANDSCAPE	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	150,000	150,000
170	Air Rotation System - PW Fleet Maintenance	PW/BLDG			VRF	85,000									VRF	85,000	85,000
171	Building Exterior Weatherproofing - Public Buildings	PW/BLDG			GR	50,000			GR	50,000			GR	50,000	GR	150,000	150,000
172	Carpet - Library	PW/BLDG			F/S	50,000									F/S	50,000	304,000
					CF	154,000									CF	154,000	
					GR	100,000									GR	100,000	
173	Fleet Wash Bay - In House	PW/BLDG	SCF	40,000											SCF	40,000	40,000
174	LED Lighting Upgrade - Aquatic Center	PW/BLDG							GR	25,000					GR	25,000	25,000
175	LED Lighting Upgrade - Library	PW/BLDG									GR	65,000			GR	65,000	65,000
176	Rec Center Heat Pumps	PW/BLDG			RCCIP	18,000	RCCIP	19,000	RCCIP	20,000	RCCIP	21,000			RCCIP	78,000	78,000
177	Security System Upgrade - PW Complex	PW/BLDG			REF	16,670									REF	16,670	50,000
					VRF	16,670									VRF	16,670	
					SCF	16,660									SCF	16,660	
178	Compaction Equipment Refurbishing at Transfer Station	PW/REF					REF	275,000							REF	275,000	275,000
179	Lloyd Lane Recycling Site Expansion	PW/REF	REF	125,000											REF	125,000	125,000
180	Refuse and Yard Waste Cart Tracking	PW/REF							REF	150,000					REF	150,000	150,000
181	Security Cameras at Recycling Sites	PW/REF					REF	50,000	REF	50,000					REF	100,000	100,000
182	Asphalt Paving of Select Alleys	PW/STR	SCF	55,000	SCF	55,000	SCF	55,000	SCF	55,000	SCF	55,000	SCF	55,000	SCF	330,000	330,000
183	Expansion of Automated Vehicle Locators	PW/STR	VRF	25,000	VRF	50,000	VRF	50,000							VRF	125,000	125,000
184	Manhole Rehabilitation Equipment	PW/STR			SCF	35,000									SCF	35,000	35,000
185	Streetscape: College Hill Maintenance & Improvements	PW/STR	TIF-CH	10,000	TIF-CH	10,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	30,000	TIF-CH	300,000	TIF-CH	360,000	360,000
186	Streetscape: Downtown Maintenance & Improvements	PW/STR	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	60,000	60,000
187	Trench Shoring Equipment	PW/STR	SCF	15,000											SCF	15,000	15,000
188	Signalized Intersection Upgrade	PW/TO	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,200,000	1,200,000
189	Siren Replacement	PW/TO	GR	13,000	GR	15,000	GR	15,000	GR	60,000	GR	15,000	GR	15,000	GR	133,000	133,000
190	Fuel System Upgrade	PW/VEH MAINT	GIF	80,000											GIF	80,000	175,000
					SCF	95,000									SCF	95,000	
191	Public Safety Fire Tank Truck	PW/VEH MAINT			GO 2020	200,000									GO	200,000	200,000
192	17th Street Lift Station Pump Repairs	PW/WTR					SRF	60,000							SRF	60,000	60,000
193	Building Maintenance	PW/WTR			SRF	30,000									SRF	30,000	30,000
194	Facility Master Plan Update	PW/WTR	SRF	185,000	SRF	85,000									SRF	270,000	270,000
195	First Stage Trickling Filter Arms	PW/WTR			SRF	80,000									SRF	80,000	80,000

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

ITEM 2.

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

New FY20

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY20		FY21		FY22		FY23		FY24		FY25		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
196	Hudson Road Lining	PW/WTR			SRF	50,000	SRF	50,000							SRF	100,000	100,000
197	Lift Station Electrical Generator	PW/WTR					SRF	60,000							SRF	60,000	60,000
198	Nutrient Removal/Facility Plan	PW/WTR										SRB-8	60,000,000		SRB	60,000,000	60,000,000
199	Oak Park Sewer Replacement Project	PW/WTR	SRF	375,000											SRF	375,000	375,000
200	Plant Digester Rehabilitation	PW/WTR					SRB-6	1,600,000	SRB-7	8,000,000					SRB	9,600,000	9,600,000
201	Polymer Pumps	PW/WTR							SRF	75,000					SRF	75,000	75,000
202	Sanitary Sewer Infiltration & Inflow Reduction Project	PW/WTR	SRF	25,000	SRF	25,000	SRF	25,000	SRF	25,000	SRF	20,000	SRF	20,000	SRF	140,000	140,000
203	Sanitary Sewer Spot Repairs/Emergency	PW/WTR	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	180,000
204	Sartori Trust Farm Improvements	PW/WTR			HT	20,000									HT	20,000	20,000
205	Sewer Collection System Expansion Study	PW/WTR	SRF	50,000	SRF	250,000	SRF	250,000							SRF	550,000	550,000
206	Sipline Existing Sanitary Sewers	PW/WTR	CDBG	250,000			SRF	200,000	SRF	200,000	SRF	250,000	SRF	250,000	CDBG	250,000	1,400,000
207	UV Disinfection Bulb Replacement	PW/WTR							SRF	60,000					SRF	60,000	60,000
208	Water Line Extensions	PW/WTR	SRF	100,000											SRF	100,000	100,000
209	AED	PSS/FIRE	GR	15,000					GR	15,000					GR	30,000	30,000
210	Bunker Gear, Replacement of Pass Devices and Volunteer Equipment	PSS/FIRE	GO 2020	30,000	GO 2020	10,000	GO 2022	20,000	GO 2022	25,000	GO 2024	40,000	GO 2024	15,000	GO	140,000	140,000
211	Fire Hose	PSS/FIRE			GR	6,000			GR	6,000			GR	6,000	GR	18,000	18,000
212	Ballistic Vests Replacements	PSS/POLICE	PF	6,375	PF	3,375	PF	3,375	PF	4,875	PF	6,000			PF	24,000	48,000
			F/S	6,375	F/S	3,375	F/S	3,375	F/S	4,875	F/S	6,000			F/S	24,000	
213	Equipment Reserve	PSS/POLICE	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	54,000	54,000
214	Forensic Cellphone & Tablet Equipment	PSS/POLICE					GR	10,000							GR	10,000	10,000
215	In Car Camera	PSS/POLICE					GR	120,000							GR	120,000	120,000
216	Lab and Investigative Equipment	PSS/POLICE			GR	10,000									GR	10,000	10,000
217	Weapons	PSS/POLICE			GR	18,000			GR	7,500					GR	25,500	25,500
FY20-25 CIP TOTAL				\$44,472,615		\$46,633,879		\$44,422,160		\$31,834,975		\$15,061,585		\$124,959,000		\$307,384,214	\$307,384,214

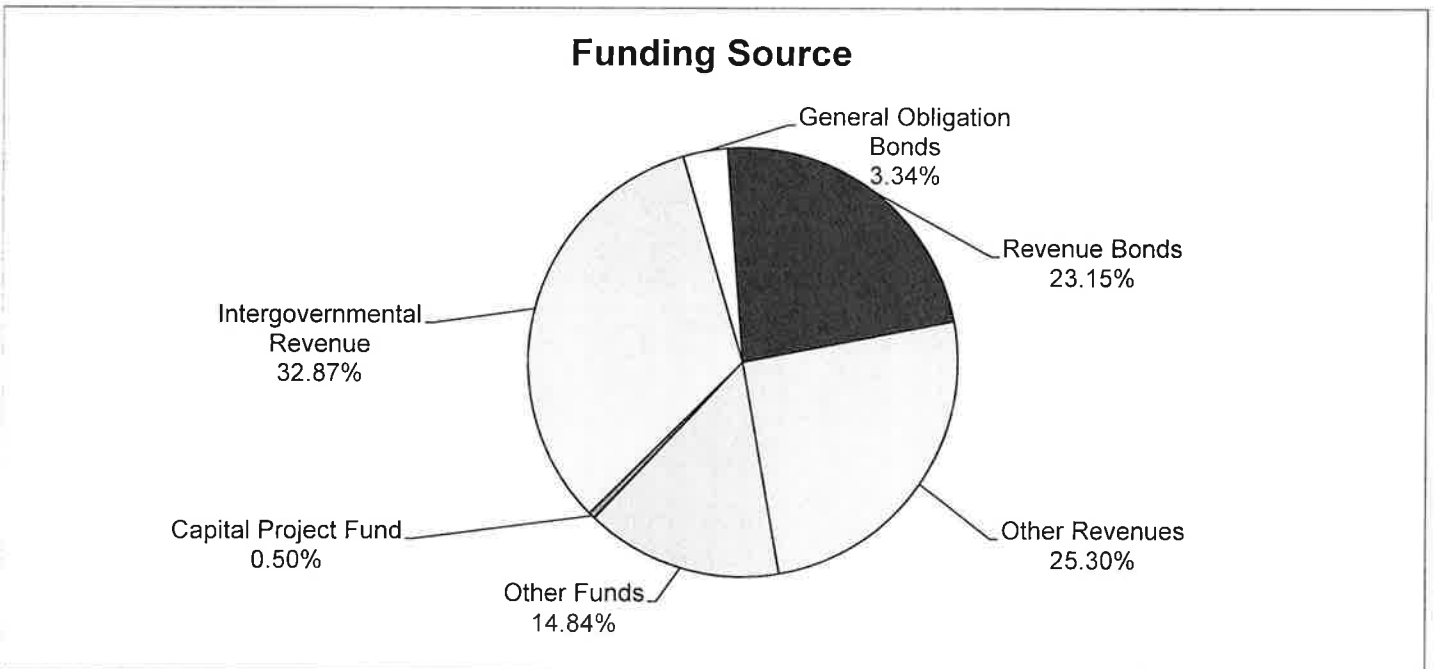
	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL	
ACB --- Art Culture Board	10,000	0	0	0	0	9,500	19,500	--- ACE
BHCG --- Black Hawk County Gaming Grant	399,212	644,000	1,870,425	215,625	0	500,000	3,629,262	--- BHCG
CDBG --- Community Development Block Grant	529,729	152,760	154,510	154,510	154,510	0	1,146,019	--- CDBG
CF --- Community Foundation	0	154,000	0	0	0	650,000	804,000	--- CF
CFHS --- Cedar Falls Historical Society	20,000	0	0	0	0	0	20,000	--- CFHS
CFU --- Cedar Falls Utility	1,151,632	1,393,993	330,000	0	0	0	2,875,625	--- CFU
CIF --- Cultural Improvement Fund	0	0	7,000	45,170	0	215,000	267,170	--- CIF
CMS --- Community Main Street	166,160	47,600	17,425	0	0	0	231,185	--- CMS
CP --- Capital Projects	140,000	405,000	570,000	140,000	140,000	140,000	1,535,000	--- CP
CTF --- Cable Television Fund	295,000	215,000	105,000	105,000	105,000	105,000	930,000	--- CTF
DPR --- Data Processing Receipts	256,325	328,575	457,075	191,075	174,575	232,000	1,639,625	--- DPR
ER --- Emergency Reserve	100,000	25,000	375,000	1,000,000	0	0	1,500,000	--- ER
FRIEND --- Friends of the Public Library & Hearst	0	5,000	0	0	0	0	5,000	--- FRIEND
F/S --- Federal or State Funding	10,246,293	11,808,293	1,799,375	2,384,875	81,000	33,610,000	59,929,836	--- F/S
GFS --- General Fund Savings	50,000	1,500,000	1,500,000	0	1,000,000	0	4,050,000	--- GFS
GIF --- Golf Improvement Fund	100,000	0	85,000	0	0	0	185,000	--- GIF
GO 2018 --- General Obligation Bond	151,000	70,000	0	0	0	0	221,000	--- GO 2018
GO 2020 --- General Obligation Bond	1,988,000	1,375,000	0	0	0	0	3,363,000	--- GO 2020
GO 2022 --- General Obligation Bond	0	0	1,955,000	1,505,000	0	0	3,460,000	--- GO 2022
GO 2024 --- General Obligation Bond	0	0	0	50,000	1,575,000	1,595,000	3,220,000	--- GO 2024
GR --- General Revenue	305,500	678,000	454,000	497,500	364,000	355,000	2,654,000	--- GR
H/M-PK --- Hotel/Motel Tax Receipts-Parks	45,000	259,800	28,800	58,000	58,000	8,000	457,600	--- H/M-PK
H/M-TR --- Hotel/Motel Tax Receipts-Trails	90,000	90,000	100,000	100,000	100,000	100,000	580,000	--- H/M-TR
H/M-VT --- Hotel/Motel Tax Receipts-Visitor & Tourism	30,000	55,000	305,000	80,000	5,000	55,000	530,000	--- H/M-VT
HOME --- HOME Investment Partnerships Program	120,000	90,000	90,000	90,000	90,000	0	480,000	--- HOME
HT --- Health Trust	20,000	20,000	0	0	0	0	20,000	--- HT
LST --- Local Sales Tax (LST)	4,100,000	4,083,000	10,333,250	4,643,000	5,350,000	4,750,000	33,259,250	--- LST
MET --- MET Transit	0	15,000	0	15,000	0	15,000	45,000	--- MET
PF --- Police Forfeiture	6,375	3,375	3,375	4,875	6,000	0	24,000	--- PF
PHA --- Private Housing Authority	15,000	0	0	0	0	0	15,000	--- PHA
PMF --- Parking Meter Fund	25,168	28,500	268,500	0	0	100,000	422,168	--- PMF
PRIV --- Private Contribution	9,838,000	1,975,710	454,710	262,710	506,000	1,885,550	14,922,680	--- PRIV
RCCIP --- Recreation Center Capital	67,125	1,032,500	344,000	35,000	63,000	35,000	1,576,625	--- RCCIP
REF --- Refuse Fund	545,000	281,670	525,000	400,000	200,000	200,000	2,151,670	--- REF
SA --- Special Assessment	100,000	231,250	1,150,000	100,000	100,000	100,000	1,781,250	--- SA
SBPF --- Softball Player Fund	0	5,000	0	0	0	0	5,000	--- SBPF
SCF --- Street Construction Fund	1,535,000	3,055,660	7,117,805	2,447,000	1,747,000	2,923,000	18,825,465	--- SCF
SCHOOLS --- School	0	75,000	0	0	0	0	75,000	--- SCHOOLS
SRB-6 --- Sewer Revenue Bond - 6	0	0	3,165,000	0	0	0	3,165,000	--- SRB-6
SRB-7 --- Sewer Revenue Bond - 7	0	0	0	8,000,000	0	0	8,000,000	--- SRB-7
SRB-8 --- Sewer Revenue Bond - 8	0	0	0	0	0	60,000,000	60,000,000	--- SRB-8
SRF --- Sanitary Sewer Rental Fund	1,645,000	1,090,000	890,000	655,000	515,000	515,000	5,310,000	--- SRF
STG --- State Tax Grant	1,000,000	0	0	0	0	0	1,000,000	--- STG
STW --- Storm Water Fund	165,000	840,000	165,000	840,000	290,000	340,000	2,630,000	--- STW
STB --- Storm Water Bonds	1,000,000	0	0	0	0	0	1,000,000	--- STB
TIF-CH --- Tax Increment Financing - College Hill	52,500	262,500	7,500	5,000	30,000	300,000	657,500	--- TIF-CH
TIF-DT --- Tax Increment Financing - Downtown	2,894,266	2,949,693	2,709,410	2,245,635	1,010,000	1,010,000	12,819,004	--- TIF-DT
TIF-JUN --- Tax Increment Financing - Unified Industrial Park	4,378,330	10,428,330	3,180,000	1,530,000	30,000	7,830,000	27,376,660	--- TIF-JUN
TIF-PP --- Tax Increment Financing - Pinnacle Prairie	230,000	160,000	67,500	875,000	0	0	1,332,500	--- TIF-PP
TIF-SCF --- Tax Increment Financing - South Cedar Falls	300,000	300,000	3,435,000	2,810,000	915,000	7,025,000	14,785,000	--- TIF-SCF
TRC --- Tourism Cash Reserves	7,500	8,000	2,500	0	2,500	5,950	26,450	--- TRC
UNI --- University of Northern Iowa	15,000	0	0	0	100,000	0	115,000	--- UNI
VRF --- Vehicle Rental Fees	329,000	491,670	400,000	350,000	350,000	350,000	2,270,670	--- VRF
WART --- Wartburg College	7,500	0	0	0	0	0	7,500	--- WART
WLOO --- City of Waterloo	33,000	0	0	0	0	0	33,000	--- WLOO
TOTALS:	\$44,472,615	\$46,633,879	\$44,422,160	\$31,834,975	\$15,061,585	\$124,959,000	\$307,384,214	TOTAL
GO-2018 Amounts:	151,000	70,000	0	0	0	0	221,000	GO-2018 Bond
GO-2020 Amounts	1,988,000	1,375,000	0	0	0	0	3,363,000	GO-2020 Bond
GO-2022 Amounts	0	0	1,955,000	1,505,000	0	0	3,460,000	GO-2022 Bond
GO-2024 Amounts	0	0	0	50,000	1,575,000	1,595,000	3,220,000	GO-2024 Bond
SRB-5	0	0	0	0	0	0	0	SRB-5
SRB-6	0	0	3,165,000	0	0	0	3,165,000	SRB-6
SRB-7	0	0	0	8,000,000	0	0	8,000,000	SRB-7
SRB-8	0	0	0	0	0	60,000,000	60,000,000	SRB-8
Capital Projects:	140,000	405,000	570,000	140,000	140,000	140,000	1,535,000	Capital Projects
Bonds/CapProj:	\$2,279,000	\$1,850,000	\$5,690,000	\$9,695,000	\$1,715,000	\$61,735,000	\$82,964,000	Bond/Capital Projects Total

ITEM 2.

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM SUMMARY
CITY OF CEDAR FALLS**

EXPENDITURES	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Finance & Business Operations	\$12,336,705	\$10,097,545	\$4,414,045	\$5,795,045	\$3,404,575	\$13,172,000	\$49,219,915
Community Development	1,234,354	3,370,260	4,499,010	2,764,680	2,159,010	4,980,000	\$19,007,314
Public Works	30,834,806	33,106,324	35,343,355	23,203,000	9,437,000	106,777,000	\$238,701,485
Public Safety Services	66,750	59,750	165,750	72,250	61,000	30,000	\$455,500
TOTAL	\$44,472,615	\$46,633,879	\$44,422,160	\$31,834,975	\$15,061,585	\$124,959,000	\$307,384,214

FUNDING SOURCES	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Other Funds	\$6,637,278	\$9,662,175	\$12,706,305	\$6,535,575	\$4,911,075	\$5,175,950	\$45,628,358
Capital Project Fund	140,000	405,000	570,000	140,000	140,000	140,000	\$1,535,000
Intergovernmental Revenue	16,566,609	17,186,228	14,684,735	7,730,885	5,844,510	39,023,000	\$101,035,967
General Obligation Bonds	2,139,000	1,445,000	1,955,000	1,555,000	1,575,000	1,595,000	\$10,264,000
Revenue Bonds	0	0	3,165,000	8,000,000	0	60,000,000	\$71,165,000
Other Revenues	18,989,728	17,935,476	11,341,120	7,873,515	2,591,000	19,025,050	\$77,755,889
TOTAL	\$44,472,615	\$46,633,879	\$44,422,160	\$31,834,975	\$15,061,585	\$124,959,000	\$307,384,214



12/19/19

FY20-25 CIP Revenue Change Projections

			Projected Revenue Change	
Fiscal Year	Committed Debt Service	Payment Include FY20- 25 CIP	Amount	Percent
20	888,720	888,720	72,560	0.35%
21	664,150	1,000,215	13,605	0.06%
22	661,100	1,037,145	36,930	0.17%
23	662,450	1,393,424	356,280	1.66%
24	662,950	1,437,821	44,396	0.20%
25	662,600	1,776,972	339,151	1.55%
26	661,400	1,824,655	47,683	0.21%

1. Proposed issuance of \$3,363,000 in FY20, \$3,460,000 in FY22, \$3,220,000 in FY24.

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

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

12/19/19

FY20-25 CIP Revenue Change Projections

Fiscal Year	Percent Change	Change in City Tax Rate	Projected City Tax Rate (Per \$1,000)	City Taxes Paid on a \$100,000 Home
20	0.35%	0.0395	\$10.95	\$623.25
21	0.06%	0.0070	\$10.96	\$623.65
22	0.17%	0.0189	\$10.98	\$624.72
23	1.66%	0.1821	\$11.16	\$635.09
24	0.20%	0.0227	\$11.18	\$636.38
25	1.55%	0.1734	\$11.35	\$646.25
26	0.21%	0.0244	\$11.38	\$647.63

1. The percentage change is based on the previous year's total property tax askings. There is no taxable growth factored in.
2. The cumulative effect of the revenue changes needed to finance the FY20-25 CIP is a 1.70% percent increase or \$74.21 more in property taxes paid on an existing \$100,000 home from FY20-FY25.

FY20 - 25 CIP
Debt Limit Projections - All G.O. Debt
(Assumes \$0 in Taxable Value Growth)

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit	Projected Debt Limit	Percent of Projected Debt Limit
19	15,680,000	-	15,680,000	9.63%	158,343,489	9.90%
20	14,085,000	3,363,000	17,448,000	10.71%	162,855,931	10.71%
21	12,370,000	3,127,825	15,497,825	9.52%	162,855,931	9.52%
22	10,830,000	6,305,615	17,135,615	10.52%	162,855,931	10.52%
23	9,250,000	5,763,809	15,013,809	9.22%	162,855,931	9.22%
24	7,615,000	8,381,853	15,996,853	9.82%	162,855,931	9.82%
25	5,920,000	7,518,937	13,438,937	8.25%	162,855,931	8.25%

FY20 - 25 CIP
Debt Limit Projections
All G.O. Debt Less Direct Revenue Supported Debt

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit	Projected Debt Limit	Percent of Projected Debt Limit
19	5,470,000	-	5,470,000	3.36%	158,343,489	3.45%
20	4,805,000	3,363,000	8,168,000	5.02%	162,855,931	5.02%
21	4,085,000	3,127,825	7,212,825	4.43%	162,855,931	4.43%
22	3,565,000	6,305,615	9,870,615	6.06%	162,855,931	6.06%
23	3,030,000	5,763,809	8,793,809	5.40%	162,855,931	5.40%
24	2,475,000	8,381,853	10,856,853	6.67%	162,855,931	6.67%
25	1,900,000	7,518,937	9,418,937	5.78%	162,855,931	5.78%

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Administration

Division:

Economic Development

Project Number:

Project Description:

Gibson Property Development - Phase I

The City of Cedar Falls acquired approximately 157 acres of land near the intersection of Hudson Road and U.S. Highway 20 from the Gibson family for the purpose of future development. Phase I of the project would include preparing a master development plan for the entire property, with platting of the property into lots, utility design and installation, and roadway design and installation for Phase I.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Expenses for this project will initially be paid by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Area (TIF District).

Long-Term:

Growth within the South Cedar Falls Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	300,000						300,000
Land/Right of Way							-
Utility Installation			825,000	825,000			1,650,000
Construction			250,000	250,000			500,000
Landscaping/Amenities				350,000			350,000
Equipment & Furnish							-
Signage					315,000		315,000
Total Costs	300,000	-	1,075,000	1,425,000	315,000	-	3,115,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - (South Cedar Falls)	300,000		1,075,000	1,425,000	315,000		3,115,000
							-
							-
							-
							-
Total Source	300,000	-	1,075,000	1,425,000	315,000	-	3,115,000
Funding Source:							
TIF-SCF	3,115,000						
Total	3,115,000						

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Administration

Division:

Economic Development

Project Number:

Project Description:

Gibson Property Development - Phase II

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Expenses for this project will initially be paid by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Area (TIF District).

Long-Term:

Growth within the South Cedar Falls Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Installation					250,000	250,000	500,000
Construction					350,000	350,000	700,000
Landscaping/Amenities						115,000	115,000
Equipment & Furnish							-
Signage							-
Total Costs	-	-	-	-	600,000	715,000	1,315,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - (South Cedar Falls)	-		-	-	600,000	715,000	1,315,000
							-
							-
							-
							-
Total Source	-	-	-	-	600,000	715,000	1,315,000
Funding Source:			Project Schedule		Start		Finish
TIF-SCF	1,315,000		Design				
			Land/Right of Way				
			Utility Installation		FY24		FY25
			Construction		FY24		FY25
			Landscaping/Amenities		FY25		FY25
			Signage				
Total	1,315,000		Total Project		FY24		FY25

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Administration

Division:

Economic Development

Project Number:

Project Description:

Gibson Property Development - Phase III-V

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Expenses for this project will initially be paid by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Area (TIF District).

Long-Term:

Growth within the South Cedar Falls Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Installation						2,900,000	2,900,000
Construction						1,400,000	1,400,000
Landscaping/Amenities						575,000	575,000
Streambank Rest.						1,375,000	1,375,000
Signage						60,000	60,000
Total Costs	-	-	-	-	-	6,310,000	6,310,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - (South Cedar Falls)	-		-	-	-	6,310,000	6,310,000
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	6,310,000	6,310,000
Funding Source:							
TIF-SCF	6,310,000						
Total	6,310,000						

Funding Source:	Project Schedule	Start	Finish
TIF-SCF	Design		
	Land/Right of Way		
	Utility Installation	FY25	FY25
	Construction	FY25	FY25
	Landscaping/Amenities	FY25	FY25
	Signage		
Total	Total Project	FY25	FY30

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

Project Description:

Industrial Park Expansion (Phase V & VI)

The City of Cedar Falls has completed the expansion of the West Viking Road Industrial Park and development of the Northern Cedar Falls Industrial Park. With that, the City recently acquired 200 acres of ground to continue the expansion of the West Viking Road Industrial Park. This project would plan for the design and construction of infrastructure to prepare this area for industrial development.



Operations and Maintenance Impact on Budget:

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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	500,000						500,000
Land/Right-of-Way							-
Utility Relocation							-
Construction		5,000,000				2,300,000	7,300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	500,000	5,000,000	-	-	-	2,300,000	7,800,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - Unified	500,000	5,000,000		-		2,300,000	7,800,000
							-
							-
Total Source	500,000	5,000,000	-	-	-	2,300,000	7,800,000

Funding Source:		Project Schedule	Start	Finish
TIF - Unified	7,800,000	Design		
		Land/Right of Way	FY20	FY25
		Utility Relocation		
		Construction		
		Other:		
Total	\$7,800,000	Total Project	FY20	FY25

City of Cedar Falls Capital Improvement Program

CIP Number: 5
Project Number:

Department:
Administration

Division:
Economic Development

Project Description:

Industrial Park Land Acquisition

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



Operations and Maintenance Impact on Budget:
Current:
No specific acquisitions have been identified. Future land acquisition costs will be determined as land becomes available. This expense will be initially paid by Economic Development Funds then will be certified as TIF debt within the Unified Highway 58 Corridor Urban Renewal Plan (TIF District).
Long-Term:
Industrial Park growth will increase property tax revenues and job opportunities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right-of-Way		1,500,000		1,500,000		1,500,000	4,500,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	1,500,000	-	1,500,000	-	1,500,000	4,500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - Unified		1,500,000		1,500,000		1,500,000	4,500,000
							-
							-
Total Source	-	1,500,000	-	1,500,000	-	1,500,000	4,500,000

Funding Source:	Project Schedule	Start	Finish
TIF - Unified	4,500,000		
	Design		
	Land/Right of Way	FY21	FY25
	Utility Relocation		
	Construction		
	Other:		
Total	\$4,500,000	FY21	FY25

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Administration

Division:

Economic Development

Project Description:

Mill Race Incentives

The Mill Race Coworking & Collaboration space is a collaborative work environment used to host educational events, workshops and networking opportunities, as well as serve as a resource-rich environment where entrepreneurs and startups can work and thrive. These entrepreneurs and startups are often at a stage of their business where they cannot afford high event and workshop registration fees nor standard office lease costs, so City of Cedar Falls funds will be used to subsidize the net lease of the 5,000 square foot space so that it can continue to offer the space as a collaborative work environment at a price point that entrepreneurs and startups are able to afford.



Operations and Maintenance Impact on Budget:

Current:

It would need to be determined what incentives would be needed by this group and if those would be eligible TIF expenditures.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	116,880						116,880
Total Costs	116,880	-	-	-	-	-	116,880
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
City of Waterloo	33,000						33,000
Greater CV Alliance							-
Cedar Falls Utilities	28,380						28,380
TIF - Downtown	33,000						33,000
UNI	15,000						15,000
Wartburg	7,500						7,500
							-
Total Source	116,880	-	-	-	-	-	116,880
Funding Source:		Project Schedule		Start		Finish	
		Design					
CFU	28,380	Land/Right of Way					
TIF-DT	33,000	Utility Relocation					
WLOO	33,000	Construction					
WART	7,500	Other:				FY20	
UNI	15,000						
Total	\$116,880	Total Project				FY20	

City of Cedar Falls Capital Improvement Program

CIP Number: 7

Department:
Administration

Division:
Economic Development

Project Number:
SU-00-1910

Project Description:


Northern Industrial Park: Insurance and Maintenance

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



Operations and Maintenance Impact on Budget:
Current:
This expense will be paid annually by the Economic Development Funds then will be certified as TIF debt within the Unified Highway 58 Corridor Urban Renewal Plan (TIF District) and repaid by TIF revenues generated from this district.
Long-Term:
Expenses incurred for insurance and maintenance will be reimbursed through the TIF District.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Total Costs	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF (Unified)	30,000	30,000	30,000	30,000	30,000	30,000	180,000
							-
							-
Total Source	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Funding Source:		Project Schedule		Start		Finish	
TIF-UN	180,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other: (Insurance)		Annual		Annual	
Total	\$180,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program						CIP Number: 8	
Department: Administration		Division: Economic Development		Project Number:			
Project Description: River Place Development Project The City has transferred ownership of the land along the "State Street Corridor" (between 1st and 4th Streets and the Cedar River) to River Place Properties. River Place Properties completed construction of their first residential building at 300 State Street in 2014. 200 State Street was completed in 2016 and 250 State Street was completed in 2017. The MU2 building at 122 E 2nd Street commenced construction in 2018 and will be completed in 2019. The Hampton Inn Hotel at 101 E 1st Street was completed in 2019. The final phase of the development is the River Place Plaza, which will begin construction in 2020 and be completed by 2021.							
Operations and Maintenance Impact on Budget: Current: River Place Properties is the developer on this long term development project. A Developmental Agreement identifying all terms and conditions (including potential tax rebates) was approved by City Council in July 2012. Long-Term: Expenses incurred with this development, including incentives to the developer, will be reimbursed through the Downtown TIF. The development agreement for this project states that tax rebates to the developer shall not exceed 15 years (July 1, 2027), or \$15 million (whichever is less).							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Parking expansion (CMS)							-
Land/Right of Way							-
Utility Relocation (CFU)							-
Construction	8,000,000	600,000					8,600,000
Landscaping							-
Equipment & Furnish							-
TIF Reimbursement	600,000	700,000	1,000,000	1,000,000	1,000,000	1,000,000	5,300,000
Total Costs	8,600,000	1,300,000	1,000,000	1,000,000	1,000,000	1,000,000	13,900,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tax Increment Financing	600,000	700,000	1,000,000	1,000,000	1,000,000	1,000,000	5,300,000
Private Sources	8,000,000	600,000					8,600,000
CFU TIF							-
CMS (Parking Potential)							-
							-
Total Source	8,600,000	1,300,000	1,000,000	1,000,000	1,000,000	1,000,000	13,900,000
Funding Source:		Project Schedule		Start		Finish	
TIF-DT	5,300,000	Design					
PRIV	8,600,000	Land/Right of Way					
CFU TIF	-	Utility Relocation					
CMS (Parking)	-	Construction		FY14		FY21	
		Other:					
Total	\$13,900,000	Total Project		FY14		FY27	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:
Finance & Business Operations

Division:
Administration

Project Description:

Bond Fees

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



Operations and Maintenance Impact on Budget:
 Current:
 Paid with bond proceeds.

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	50,000		50,000		50,000		150,000
Total Costs	50,000	-	50,000	-	50,000	-	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	50,000		50,000		50,000		150,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
							-
Total Source	50,000	-	50,000	-	50,000	-	150,000
Funding Source:	Project Schedule		Start		Finish		
GO Bond	150,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other: Coordinated with bond sale					
Total	\$150,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Finance & Business Operations

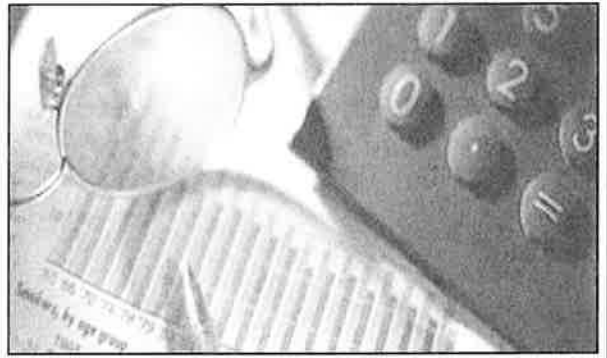
Division:
Administration

Project Number:

Project Description:

Capitalized Interest

 Capitalized interest pays for the interest costs incurred between the time of bond sale and the first property tax levy.



Operations and Maintenance Impact on Budget:
Current:
 Paid with bond proceeds. There will be an effect on the Operating Budget.

Long-Term:
 The debt service levy increases to pay interest costs if bond sales are not timed around tax certification dates. Capitalized costs can be levied in a subsequent year which creates property tax fluctuations and additional interest expenses.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	150,000		150,000		150,000		450,000
Total Costs	150,000	-	150,000	-	150,000	-	450,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	150,000		150,000		150,000		450,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
							-
Total Source	150,000	-	150,000	-	150,000	-	450,000

Funding Source:	Project Schedule	Start	Finish
GO Bond Total	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other: Coordinated with bond sale		
	Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Finance & Business Operations

Division:
Administration

Project Number:

Project Description:
Climate Action Plan / Sustainability

This project will develop a plan to assist in the reduction of carbon impacts and greenhouse gas emissions to meet climate protection goals. This project will also investigate ways for increasing energy efficiencies in public building. Included in the funds below is also funding for a Level II public charging station near City Hall for electric vehicles.



Operations and Maintenance Impact on Budget:
Current:
This project will have an initial impact on the operation budget.

Long-Term:
Reduction in carbon impacts and greenhouse gas emissions across all City departments.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		80,000					80,000
Land/Right of Way							-
Electric Vehicle	31,500						31,500
Construction		15,000	25,000	25,000	25,000	25,000	115,000
Landscaping							-
Charging Station(Level 2)	20,000						20,000
Other							-
Total Costs	51,500	95,000	25,000	25,000	25,000	25,000	246,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Dept. of Energy Grant							-
General Revenue	43,500	95,000	25,000	25,000	25,000	25,000	238,500
CFU	8,000						8,000
							-
							-
							-
Total Source	51,500	95,000	25,000	25,000	25,000	25,000	246,500

Funding Source:		Project Schedule		Start	Finish
GR	238,500	Design			
CFU	8,000	Land/Right of Way			
		Utility Relocation			
		Construction	Annual	Annual	
		Other:			
Total	\$246,500	Total Project	Annual	Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Finance & Business Operations

Division:

Administration

Project Number:

Project Description:

Vehicle Replacement Program

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



Operations and Maintenance Impact on Budget:

Current:

The Vehicle Replacement Program has resulted in a savings in the operating budget due to less repair and maintenance required on new equipment. Vehicle replacement costs are allocated back to operating budgets based on vehicle usage.

Long-Term:

Departments which are effective in extending vehicle life successfully reduce O/M costs prorated to them.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	1,729,000	957,000	835,000	835,000	835,000	835,000	6,026,000
Other							-
Total Costs	1,729,000	957,000	835,000	835,000	835,000	835,000	6,026,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Vehicle Replacement	304,000	340,000	350,000	350,000	350,000	350,000	2,044,000
Sewer Rental Fund	500,000	60,000	35,000	35,000	35,000	35,000	700,000
Street Const. Fund	505,000	292,000	250,000	250,000	250,000	250,000	1,797,000
Refuse Fund	420,000	265,000	200,000	200,000	200,000	200,000	1,485,000
							-
Total Source	1,729,000	957,000	835,000	835,000	835,000	835,000	6,026,000
Funding Source:		Project Schedule		Start	Finish		
VRF	2,044,000	Design					
SCF	1,797,000	Land/Right of Way					
SRF	700,000	Utility Relocation					
REF	1,485,000	Construction					
GO Bond	-	Other:		Annual	Annual		
Total	6,026,000	Total Project		Annual	Annual		

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Number:

Project Description:
Cable TV Equipment Upgrades
General Yearly Equipment Upgrades



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Studio Improvements	50,000	45,000	45,000	45,000	45,000	45,000	275,000
Equipment	55,000	60,000	60,000	60,000	60,000	60,000	355,000
Other							-
Total Costs	105,000	105,000	105,000	105,000	105,000	105,000	630,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Cable TV Fund	105,000	105,000	105,000	105,000	105,000	105,000	630,000
Cable TV Reserves							-
TIF - Downtown							-
							-
							-
							-
Total Source	105,000	105,000	105,000	105,000	105,000	105,000	630,000

Funding Source:	Project Schedule	Start	Finish
CTF 630,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
Total	Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

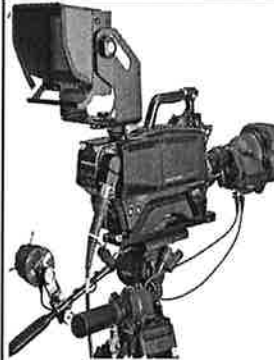
Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Description:

Studio Camera replacement

FY20 Studio Camera replacement: We are anticipating replacing of our studio cameras, CCU control units and viewfinders in FY20. This is part of an on-going replacement plan for every 7-9 years.



Hitachi Z-HD6000



Hitachi Z-HD5000

Operations and Maintenance Impact on Budget:

Current:

Cable TV Revenues will be used for these projects and upgrades. Studio Cameras would be covered by Cable TV Cash Reserves. The general fund will not be affected by Cable TV expenditures.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Studio Cameras	190,000						190,000
Studio Improvements							-
Equipment							-
Other							-
Total Costs	190,000	-	-	-	-	-	190,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Cable TV Fund	190,000						190,000
Capital Projects							-
							-
							-
							-
							-
Total Source	190,000	-	-	-	-	-	190,000
Funding Source:		Project Schedule		Start	Finish		
CTF	190,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY20	FY20		
Total	\$190,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Description:
Video Switcher/Replay replacement
FY21 Video Switcher & Replay replacement: We are anticipating replacing our video switchers and replay system in FY21.

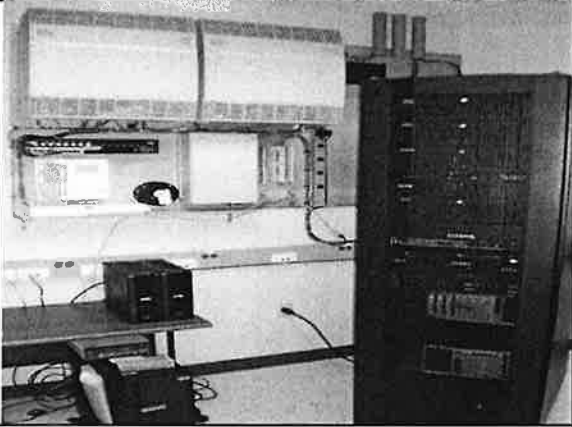



Operations and Maintenance Impact on Budget:
Current:
Cable TV Revenues and the Cable TV Fund studio and equipment budget will be used for these purchases.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Video Switchers		70,000					70,000
Video Replay		40,000					40,000
Equipment							-
Other							-
Total Costs		110,000	-	-	-	-	110,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Cable TV Cash Reserves							-
Capital Projects							-
Cable TV Fund		110,000					110,000
							-
							-
							-
							-
Total Source	-	110,000	-	-	-	-	110,000

Funding Source:	Project Schedule	Start	Finish
CTF	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY21	FY21
Total	\$110,000	Total Project	

City of Cedar Falls Capital Improvement Program						CIP Number: 16	
Department: Finance & Business Operations			Division: Information Systems			Project Number:	
Project Description:							
<p>Business Continuity</p> <p>This project provides hardware and software, outside of City Hall, for continued telephone and email communication during a failure of the City Hall system(s).</p> <p>Ongoing software costs.</p>							
Operations and Maintenance Impact on Budget:							
Current: These costs are prorated to each department's computer services budget line item based on a pre-determined formula.							
Long-Term: These costs are prorated to each department's computer services budget line item based on a pre-determined formula.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	7,000	7,000	7,000	7,000	7,000	7,000	42,000
Training & Implementation							-
Total Costs	7,000	7,000	7,000	7,000	7,000	7,000	42,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Rev.	7,000	7,000	7,000	7,000	7,000	7,000	42,000
							-
							-
							-
							-
Total Source	7,000	7,000	7,000	7,000	7,000	7,000	42,000
Funding Source:		Project Schedule		Start		Finish	
DPR	42,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
		Software & Equipment		Ongoing		Ongoing	
Total	\$42,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number: 17	
Department: Finance & Business Operations			Division: Information Systems			Project Number:	
Project Description: Camera's Camera installation, maintenance and replacements. FY22-FY24 includes new camera installations in other areas (greenhill, industrial park, and University ave) FY20 - FY25 includes ongoing maintenance and replacements				Attach Map: 			
Operations and Maintenance Impact on Budget:							
Current: These costs are prorated to each department's computer services budget line item based on a pre-determined formula.							
Long-Term: There will be ongoing maintenance associated with the App this is account for in FY22 - FY25 and for the rest of the life of the system							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	20,000	20,000	120,000	120,000	120,000	20,000	420,000
Total Costs	20,000	20,000	120,000	120,000	120,000	20,000	420,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	20,000	20,000	120,000	120,000	120,000	20,000	420,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.							-
							-
Total Source	20,000	20,000	120,000	120,000	120,000	20,000	420,000
Funding Source:		Project Schedule		Start		Finish	
GO		420,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction			
				Other:			
Total		420,000		Total Project			

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Finance & Business Operations

Division:

Information Systems

Project Description:

CIP/Capital Asset Software

This project would look at systems that would replace the current capital asset system and/or purchase a new program that would allow for more efficient development of the annual CIP (Capital Improvements Program)



Operations and Maintenance Impact on Budget:


Current:

There will be an effect on the Operating Budget since the costs would be allocated through the Data Processing allocation

Long-Term:

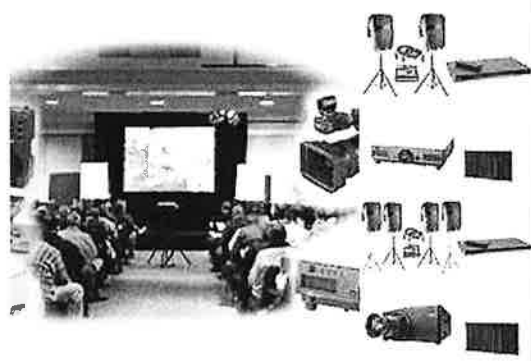
Provide more efficient tracking of capital assets and development of the CIP.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000	50,000					65,000
Other							-
Total Costs	15,000	50,000	-	-	-	-	65,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Fund							-
Data Processing	15,000	50,000					65,000
							-
							-
							-
Total Source	15,000	50,000	-	-	-	-	65,000
Funding Source:		Project Schedule		Start		Finish	
DPR	65,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY20		FY20	
Total	\$65,000	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program		CIP Number: 19
Department: Finance & Business Operations	Division: Information Systems	Project Number:
Project Description: City of Cedar Falls Mobile App FY 19 - Design and initial install of Mobile App FY 20 - 24 Ongoing Annual Cost		Attach Map: 

Operations and Maintenance Impact on Budget:
 Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
 Long-Term:
 There will be ongoing maintenance associated with the App this is account for in FY19 - FY23

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	1,950	1,950	1,950	1,950	1,950		9,750
Other							-
Total Costs	1,950	1,950	1,950	1,950	1,950	-	9,750
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	1,950	1,950	1,950	1,950	1,950		9,750
							-
							-
Total Source	1,950	1,950	1,950	1,950	1,950	-	9,750
Funding Source:		Project Schedule		Start		Finish	
DPR	9,750	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY18		FY19	
Total	\$9,750	Total Project					

City of Cedar Falls Capital Improvement Program						CIP Number: 20	
Department: Finance and Business Operations			Division: Information Systems			Project Number:	
Project Description: Community Center Audio/Visual Upgrades The community center has held many public meetings in the past few years and with the need to record and/or televise these meetings an improved audio visual system is needed to support this.					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: These costs would be equipment and wiring/infrastructure upgrades for public meetings and community center programs; These costs are prorated to each department's computer services budget line item based Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		20,000					20,000
Other							-
Total Costs	-	20,000	-	-	-	-	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Data Processing Rev.		20,000					20,000
							-
							-
							-
Total Source	-	20,000	-	-	-	-	20,000
Funding Source:		Project Schedule		Start		Finish	
DPR	20,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$20,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Operations

Division:
Information Systems

Project Description:
Computer Equipment and Software

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



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish	70,000	70,000	70,000	70,000	70,000	70,000	420,000	
Other							-	
Total Costs	70,000	70,000	70,000	70,000	70,000	70,000	420,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Data Processing Rev.	70,000	70,000	70,000	70,000	70,000	70,000	420,000	
							-	
							-	
							-	
							-	
							-	
Total Source	70,000	70,000	70,000	70,000	70,000	70,000	420,000	
Funding Source: DPR	420,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction						
		Other:						
		Software & Equipment				Ongoing		Ongoing
Total	\$420,000	Total Project		Ongoing		Ongoing		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Finance & Business Operations

Division:

Information Systems

Project Number:

Project Description:

Document Imaging

Our current document storage software company has announced it will be sunsetting our current software, we will need to investigate another solution. The following numbers include the following:

Replacement scanners in FY 20 (1), FY (22), FY(24) 10 year cycle

FY21 - technical and implementation services needed to migrate off of iseries and implementation fees for new document storage system

Replacement of NAS FY21, & FY 25 year cycle



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:


Provides for the archival of documents city-wide.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	6,000	35,000	6,000		6,000	20,000	73,000
Training & Implementation							-
Total Costs	6,000	30,000	6,000	-	6,000	20,000	73,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Rev.	6,000	35,000	6,000	-	6,000	20,000	73,000
							-
							-
							-
							-
Total Source	6,000	35,000	6,000	-	6,000	20,000	73,000
Funding Source:		Project Schedule		Start		Finish	
DPR	73,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
		Software & Equipment		Ongoing		Ongoing	
Total	\$73,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program CIP Number: 23

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

Project Description:
 Financial System
 New Financial System in FY22



Operations and Maintenance Impact on Budget:
 Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
 Long-Term:
 There will be ongoing maintenance associated with the App this is account for in FY22 - FY25 and for the rest of the life of the system

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			200,000	20,000	20,000	20,000	260,000
Total Costs	-	-	200,000	20,000	20,000	20,000	260,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.			200,000	20,000	20,000	20,000	260,000
							-
							-
Total Source	-	-	200,000	20,000	20,000	20,000	260,000
Funding Source:	Project Schedule		Start		Finish		
DPR	260,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY22	
Total	260,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 24
Department: Finance & Business Operations	Division: Information Systems	Project Number:

Project Description:

GIS/Mapping Updates

FY20-24 - Aerial photo update in conjunction with Waterloo & Black Hawk Co. Cost divided between 2 FY's based on flight and delivery of aerials. Flights are for Spring of 2020, 2022, & 2024. FY20/21/23/24 - Other expenses include continued integration of non-spatial data into GIS databases. Stormwater taps, sidewalk inspections, infill of missing attribute data for sewers.



Operations and Maintenance Impact on Budget:

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

Long-Term:
A centralized repository of infrastructure and web-based mapping applications allows city staff to improve processes and services. This will not impact the debt service levv.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	15,000	20,000	20,000	15,000	15,000	15,000	100,000
Total Costs	15,000	20,000	20,000	15,000	15,000	15,000	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue							-
Data Process Revenue	15,000	20,000	20,000	15,000	15,000	15,000	100,000
Tax Inc Financing (Ind Park							-
							-
Total Source	15,000	20,000	20,000	15,000	15,000	15,000	100,000
Funding Source:	Project Schedule		Start		Finish		
GR	-	Design					
TIF-IP	-	Land/Right of Way					
DPR	100,000	Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$100,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Finance & Business Operations

Division:

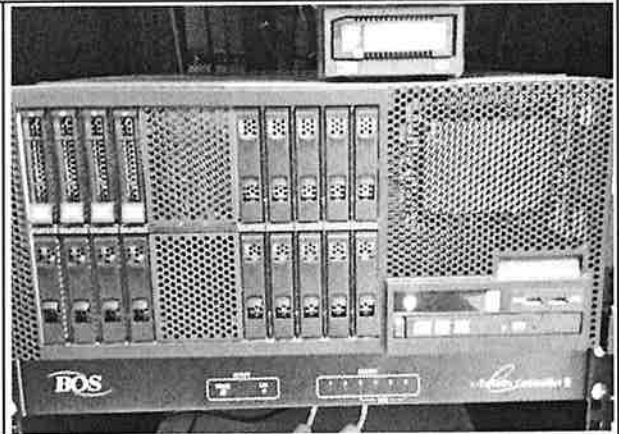
Information Systems

Project Description:

Mid-Range Operating System Upgrade

This project provides ongoing upgrades to the iSeries. Memory and storage upgrades are required every 5 years with full system replacement every 10 years. The current system was installed in FY15.

Replacement costs for FY25 are still being determined



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		7,500			7,500		15,000
Other							-
Total Costs	-	7,500	-	-	7,500	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Process Revenue	-	7,500	-	-	7,500	-	15,000
							-
							-
							-
							-
Total Source	-	7,500	-	-	7,500	-	15,000
Funding Source:		Project Schedule		Start		Finish	
DPR	15,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY21		FY21	
Total	\$15,000	Total Project		FY21		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Operations

Division:
Information Systems

Project Number:

Project Description:
Mobile Data Computer Replacement - Police Department


The public Safety department will begin transitioning over to tablets for the squad cars beginning in FY20, the replacement will mean that as the laptops need replaced we will need to purchase new connections in the squad car these costs is included in these figures.
FY20 3 purchased - 2 failing and 1 new squad car
FY21 - 2 replacements
FY22 3 replacement
FY23 2 replacement



Operations and Maintenance Impact on Budget:
Current:
These costs are prorated to the Police Department's computer services line item budget.

Long-Term:
Life expectancy of this hardware is 5 years. Replaced units still operational are distributed to other areas for reuse as laptops.

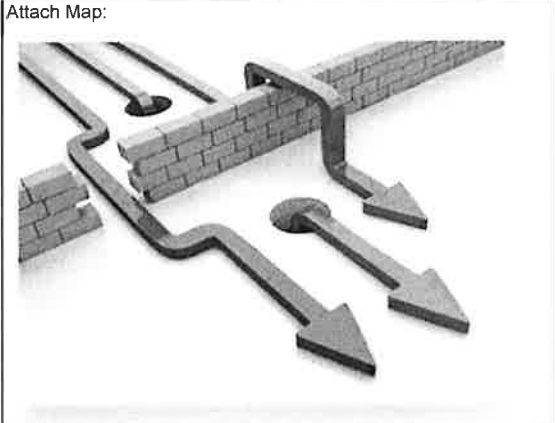
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	30,000	20,000	30,000	20,000	10,000	10,000	120,000
Other							-
Total Costs	30,000	20,000	30,000	20,000	10,000	10,000	120,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Revenue	30,000	20,000	30,000	20,000	10,000	10,000	120,000
							-
							-
							-
							-
Total Source	30,000	20,000	30,000	20,000	10,000	10,000	120,000
Funding Source:	Project Schedule		Start		Finish		
DPR	120,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual	Annual		
Total	\$120,000	Total Project		Annual	Annual		

City of Cedar Falls Capital Improvement Program						CIP Number	27
Department: Finance & Business Operations			Division: Information Systems			Project Number:	
Project Description: New application tracking and onboarding system that will allow applicants to download resumes and applications via website FY 20 - includes implementation services and initial set up of the system FY 21- FY 24 - is hosting and maintenance of the software					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: These costs are prorated to each department's computer services budget line item based on a pre-determined formula. Long-Term: There will be ongoing maintenance associated with the App this is account for in FY21 - FY24 or life of the software							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	11,375	7,125	7,125	7,125	7,125		39,875
Total Costs	11,375	7,125	7,125	7,125	7,125	-	39,875
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	11,375	7,125	7,125	7,125	7,125		39,875
							-
							-
Total Source	11,375	7,125	7,125	7,125	7,125	-	39,875
Funding Source:		Project Schedule		Start		Finish	
DPR	39,875	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
		Software & Equipment		FY20		FY24	
Total	\$39,875	Total Project					

City of Cedar Falls Capital Improvement Program CIP Number: 28

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

Project Description:
Penetration Security Testing Services
 A penetration test, known as a pen test, is an authorized simulated attack on a computer system, performed to evaluate the security of the system. The test is performed to identify both weaknesses, including the potential for unauthorized parties to gain access to the system's features and data, as well as strengths, enabling a full risk assessment to be completed. The City plans on completing this every other year.



Operations and Maintenance Impact on Budget:
Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
Long-Term:
 This project assures system security and hardening of the current data environment.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	20,000		20,000		20,000		60,000
Total Costs	20,000	-	20,000	-	20,000	-	60,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	20,000		20,000		20,000		60,000
							-
							-
Total Source	20,000	-	20,000	-	20,000	-	60,000
Funding Source:		Project Schedule		Start		Finish	
DPR	60,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$60,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Operations

Division:
Information Systems

Project Number:

Project Description:

Network Upgrades

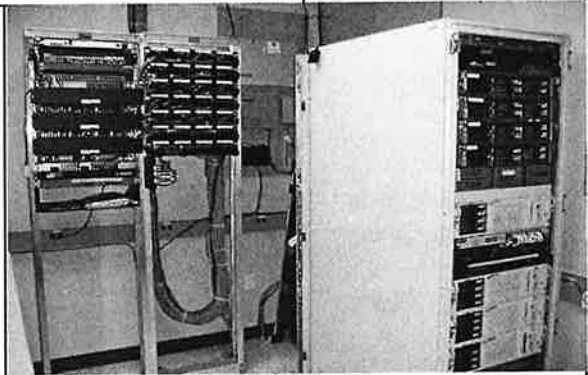
Software and equipment costs supporting the Wide Area Network

FY20 Replace 2 ESX servers and replace 2 C2960S switches at City Hall that is end of hw support, Microsoft Licensing Upgrade to (MS EA).

FY21 - Additional NetApp, MS EA & 2 ESX Servers, Wireless Network Upgrade

FY22 Fiber upgrade to Remote Sites & Public Works Switch End of Life, MS EA

FY23 Additional NAS/Storage



Operations and Maintenance Impact on Budget:

Current:

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

Long-

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

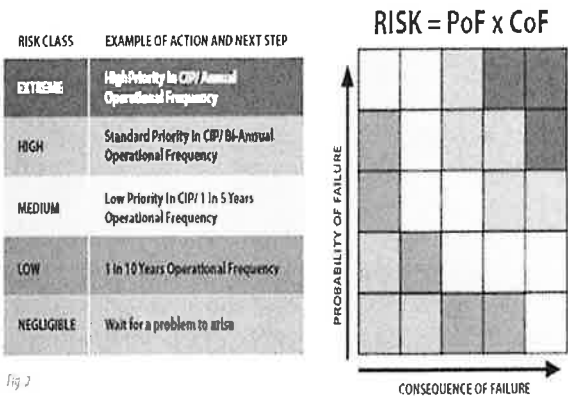
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	80,000	90,000	70,000	25,000	10,000	90,000	365,000
Other							-
Total Costs	80,000	90,000	70,000	25,000	10,000	90,000	365,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Process Revenue	80,000	90,000	70,000	25,000	10,000	90,000	365,000
							-
							-
							-
							-
Total Source	80,000	90,000	70,000	25,000	10,000	90,000	365,000
Funding Source:		Project Schedule		Start		Finish	
DPR	365,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Ongoing		Ongoing	
Total	\$365,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program		CIP Number: 30
Department: Finance & Business Operations	Division: Information Systems	Project Number:

Project Description:
Work Order Management Software

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

RISK ASSESSMENT AND DECISION MAKING



Operations and Maintenance Impact on Budget:
Current:
These costs will be prorated to each department's computer services line item budget according to a pre-determined formula. This will not impact the debt service levv since general revenue funding is being used.
Long-Term:
The overall goal is to lower the city's ratio of planned versus un-planned maintenance to 9:1. This will not impact the debt service levv.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			25,000	25,000			50,000
Total Costs	-	-	25,000	25,000	-	-	50,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue							-
Data Process Revenue			25,000	25,000			50,000
Tax Inc Financing (Ind Park)							-
							-
Total Source	-	-	25,000	25,000	-	-	50,000
Funding Source:	Project Schedule		Start		Finish		
GR	-	Design					
TIF-IP	-	Land/Right of Way					
DPR	50,000	Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$50,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

 Department:
 Finance & Business Administration

 Division:
 Parking

Project Number:

Project Description:
Parking Lot: College Hill Parking Restoration

This project includes the milling and overlay of two large public parking lots located in the College Hill district. Any required curb repair will also be performed.

Attach Map:

Operations and Maintenance Impact on Budget:
Current:

This will not impact the debt service levy since parking meter funding is being used.

Long-Term:

These parking lots will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		220,000					220,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	220,000	-	-	-	-	220,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing	-	220,000					220,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	220,000	-	-	-	-	220,000
Funding Source:		Project Schedule		Start		Finish	
TIF-CH	220,000	Design		FY21		FY21	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY21		FY21	
		Other:					
Total	220,000	Total Project		FY21		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:
Finance & Business Operations

Division:
Parking

Project Description:

Parking Lot: Downtown Parking Ramp Feasibility Study

This project starts by conducting a feasibility study to identify options and costs of parking ramps. Construction of a downtown parking ramp would be a later step.



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

This ramp will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		100,000					100,000
Total Costs	-	100,000	-	-	-	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -		100,000					100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	100,000	-	-	-	-	100,000
Funding Source:	Project Schedule		Start		Finish		
TIF-DT	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY21		FY21	
Total	\$100,000	Total Project		FY21		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Administration

Division:
Parking

Project Number:

Project Description:
Parking Lot: Gateway Park Parking Lot and Lighting
This project involves the reconstruction of the parking lot at Gateway Park, including lighting.

Attach Map:



Operations and Maintenance Impact on Budget:
Current:

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			250,000				250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	250,000	-	-	-	250,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Parking Meter Fund			250,000				250,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	250,000	-	-	-	250,000
Funding Source:	Project Schedule		Start		Finish		
PMF	250,000	Design	FY21		FY22		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY22		FY22		
		Other:					
Total	\$250,000	Total Project	FY21		FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

 Department:
 Finance & Business Operations

 Division:
 Parking

Project Number:

Project Description:
Parking Lot: Downtown Lot Improvements

This is an ongoing program to improve municipal parking lots. It is paid by parking fund revenues. The program alternates improvements between College Hill and Downtown areas.


Operations and Maintenance Impact on Budget:
Current:

This will not impact the debt service levy since parking meter funding is being used.

Long-Term:

The parking lots will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Landscaping							-
Equipment & Furnish							-
Signage							-
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -	50,000	50,000	50,000	50,000	50,000	50,000	300,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Funding Source:							
TIF-DT	300,000						
		Project Schedule			Start	Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction			Annual	Annual	
		Other:					
Total	\$300,000	Total Project			Annual	Annual	

City of Cedar Falls Capital Improvement Program

CIP Number: ITEM 2.

Department:
Finance & Business Administration

Division:
Parking

Project Number:

Project Description:
Parking Lot: South Main Street Parking Lot
This project will construct a small parking lot adjacent to South Main Street for trail accessibility. Additionally this project will construct 5' shoulders along a portion of South Main Street.



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

Long-Term:
The parking lot will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	165,000						165,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	165,000	-	-	-	-	-	165,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	165,000						165,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	165,000	-	-	-	-	-	165,000
Funding Source:		Project Schedule		Start			Finish
GO	165,000	Design		FY20			FY20
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20			FY20
		Other:					
Total	\$165,000	Total Project		FY20			FY20

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:
Parking: Parking Equipment/Technology Replacement
We anticipate replacing the parking equipment and incorporating new technology.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish						100,000	100,000
Other							-
Total Costs	-	-	-	-	-	100,000	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
Parking Fund						100,000	100,000
							-
							-
							-
Total Source	-	-	-	-	-	100,000	100,000

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

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:
Parking: Pavement markings-College Hill
This project will identify driveway edges in the college hill area to improve parking conditions, beginning with Merner Avenue.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		5,000	5,000				10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	5,000	5,000	-	-	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
College Hill TIF		2,500	2,500				5,000
CMS							-
Parking fund		2,500	2,500				5,000
							-
							-
Total Source	-	5,000	5,000	-	-	-	10,000

Funding Source:	Project Schedule	Start	Finish
TIF-CH	5,000	Design	FY21
	-	Land/Right of Way	FY22
PMF	5,000	Utility Relocation	
		Construction	FY21
		Other:	FY22
Total	\$10,000	Total Project	FY21
			FY22

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

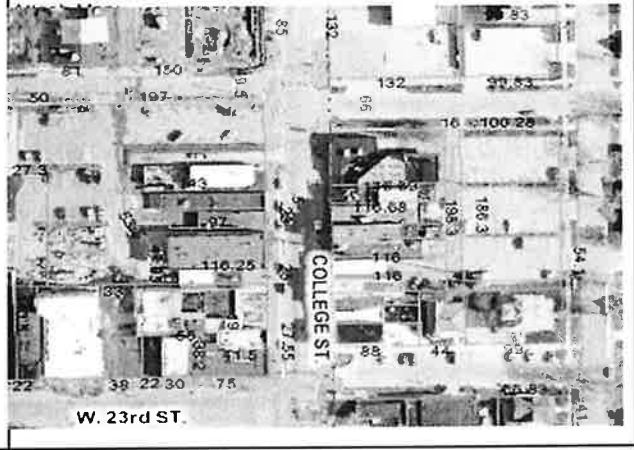
Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:
Parking Lot: Signage Improvements-College Hill

This project will replace college hill parking lot signage, with the goal of improving visibility of parking lots within the district. Seven signs and poles are anticipated, throughout 4 public parking lots in the college hill district.



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

Long-Term:
Signs will be maintained by Public Works, through parking revenues.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design	5,000						5,000	
Land/Right of Way							-	
Utility Relocation							-	
Construction		15,000					15,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	5,000	15,000	-	-	-	-	20,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
College Hill TIF	2,500	5,000					7,500	
							-	
Parking fund	2,500	10,000					12,500	
							-	
							-	
Total Source	5,000	15,000	-	-	-	-	20,000	
Funding Source:			Project Schedule		Start		Finish	
TIF-CH	7,500		Design		FY20		FY21	
	-		Land/Right of Way					
PMF	12,500		Utility Relocation					
			Construction		FY20		FY21	
			Other:					
Total	20,000		Total Project		FY20		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:

Parking Lot: Signage Improvements-Downtown

This project will replace downtown parking lot signage, with the goal of improving visibility of parking lots within the district. Nine signs are anticipated, throughout 5 public parking lots in the downtown district.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

Signs will be maintained by Public Works, through parking revenues.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	5,000						5,000
Land/Right of Way							-
Utility Relocation							-
Construction	15,000						15,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	20,000	-	-	-	-	-	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Downtown TIF	6,666						6,666
CMS	6,666						6,666
Parking fund	6,668						6,668
							-
							-
Total Source	20,000		-	-	-	-	20,000
Funding Source:		Project Schedule		Start		Finish	
TIF-DT	6,666	Design		FY20		FY20	
CMS	6,666	Land/Right of Way					
PMF	6,668	Utility Relocation					
		Construction		FY20		FY20	
		Other:					
Total	20,000	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

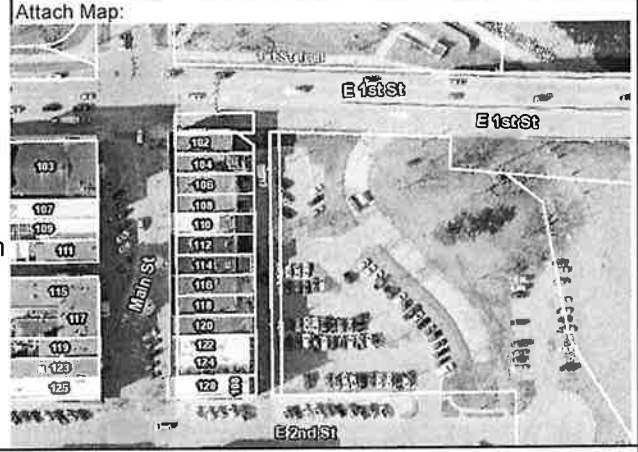
Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:
Parking Lot: Wayfinding Signage Improvements

This project will replace and add to downtown wayfinding signage, with the goal of improving directions to parking lots and their visibility within the district. It anticipates two wayfinding signs at each intersection for every block on Main St., Washington & State. This project will coincide with the downtown streetscape plan implementation.



Operations and Maintenance Impact on Budget:
Current:
This will be certified in the Downtown TIF district and cost will be split between TIF, CMS, and the Parking Fund

Long-Term:
Signs will be maintained by Public Works, through parking revenues.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	48,000	48,000	48,000				144,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	48,000	48,000	48,000	-	-	-	144,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Downtown TIF	16,000	16,000	16,000				48,000
CMS	16,000	16,000	16,000				48,000
Parking fund	16,000	16,000	16,000				48,000
							-
							-
Total Source	48,000	48,000	48,000	-	-	-	144,000
Funding Source:	Project Schedule			Start		Finish	
	TIF-DT	48,000	Design				
	CMS	48,000	Land/Right of Way				
	PMF	48,000	Utility Relocation				
			Construction	FY20		FY22	
			Other:				
Total	144,000	Total Project		FY20		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Operations

Division:
Parking

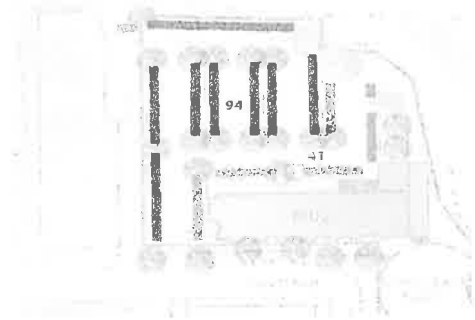
Project Number:

Project Description:

Parking: 100 Block Lot Reconstruction

The parking lot behind (east) the 100 block of Main Street was reconstructed in 2017. The 2012 Development Agreement provides that 92 public parking spaces will be available. A lease between Eagle View Partners and the City was executed. Public ownership of the lot will assure that parking rates will be the same throughout the downtown parking system. It is proposed that parking lot be transferred back to the City and an agreement to reimburse the developer for the reconstruction expenses be considered.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

The lease provides that the City insures and maintains the parking lot. That would continue if the City owned it. It will be maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		10,000	10,000	10,000			30,000
Land/Right of Way							-
Utility Relocation		18,200	18,200	18,200			54,600
Construction		218,100	218,100	218,100			654,300
Landscaping							-
Equipment & Furnish							-
Other		17,670	17,670	17,670			53,010
Total Costs	-	263,970	263,970	263,970	-	-	791,910
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown		257,260	257,260	257,260			771,780
Private		6,710	6,710	6,710			20,130
							-
							-
Total Source	-	263,970	263,970	263,970	-	-	791,910
Funding Source:			Project Schedule	Start	Finish		
TIF - Downtown	771,780		Design	FY16	FY19		
Private	20,130		Land/Right of Way				
			Utility Relocation	FY19	FY19		
			Construction	FY19	FY19		
			Other:				
Total	\$791,910		Total Project	FY16	FY19		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
CDBG: Access to Transportation

The recently adopted 5-Year Consolidated Plan identifies the potential to create a program providing funding for transportation to income-eligible households, or areas, that are dependent upon these services in order to maintain employment.

Attach Map:



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

Long-Term:
This program would be solely funded by CDBG grant dollars.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			30,000		22,420		52,420
Total Costs	-	-	30,000	-	22,420	-	52,420
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG			30,000		22,420	-	52,420
							-
							-
							-
Total Source	-	-	30,000	-	22,420	-	52,420
Funding Source:	Project Schedule		Start		Finish		
CDBG	52,420	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY24	
Total	\$52,420	Total Project		FY22		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Community Development

Division:

Planning & Community Services

Project Description:

CDBG: Neighborhood Accessibility

The recently adopted 5-Year Consolidated Plan identifies a goal to support neighborhood accessibility improvements that may include sidewalks, steps, curb cuts, and trails in low and moderate income areas.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Projects that are in low-and-moderate income areas are eligible for CDBG funds to support costs of the project. Rather than create new projects, the City will often look for ways to leverage both CDBG and general funds to complete an improvement.

Long-Term:

City-owned infrastructure is maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	106,909				26,590		133,499
Total Costs	106,909	-	-	-	26,590	-	133,499
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	106,909	-	-	-	26,590	-	133,499
							-
							-
							-
Total Source	106,909	-	-	-	26,590	-	133,499
Funding Source:		Project Schedule		Start		Finish	
CDBG	133,499	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY20		FY24	
Total	\$133,499	Total Project		FY20		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Community Development

Division:

Planning & Community Services

Project Number:

Project Description:

CDBG: Neighborhood Infrastructure

The recently adopted 5-Year Consolidated Plan identifies a goal to support neighborhood infrastructure improvements that may include sanitary line improvements, streets, drainage, parking or other projects in low and moderate income areas.



Operations and Maintenance Impact on Budget:

Current:

Projects that are in low-and-moderate income areas are eligible for CDBG funds to support costs of the project. Rather than create new projects, the City will often look for ways to leverage both CDBG and general funds to complete an improvement.

Long-Term:

City-owned infrastructure is maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		57,650	51,000	54,010			162,660
Total Costs	-	57,650	51,000	54,010	-	-	162,660
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG		57,650	51,000	54,010	-	-	162,660
							-
							-
							-
Total Source	-	57,650	51,000	54,010	-	-	162,660
Funding Source:	Project Schedule		Start		Finish		
CDBG	162,660	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY23	
Total	\$162,660	Total Project		FY22		FY23	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Community Development

Division:

Planning & Community Services

Project Description:

CDBG: Owner Occupied Rehabilitation

The City of Cedar Falls will continue to preserve the owner-occupied, single-family housing stock of its neighborhoods by making funds available for housing rehabilitation. Housing rehabilitation grants will be concentrated in older neighborhoods. Emergency Repair Grants will be available on a city-wide basis (for eligible participants) to alleviate adverse housing conditions of low income elderly and family households. Income eligibility is required.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This is a grant provided to individuals, no City funds are involved.

Long-Term:

This is a grant provided to individuals, no City funds are involved.

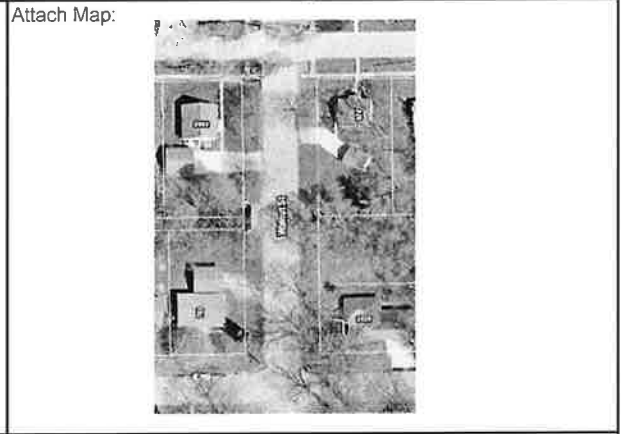
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	136,500	101,000	101,000	157,000	157,000		652,500
Total Costs	136,500	101,000	101,000	157,000	157,000	-	652,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	16,500	11,000	11,000	67,000	67,000	-	172,500
HOME	120,000	90,000	90,000	90,000	90,000		480,000
							-
							-
Total Source	136,500	101,000	101,000	157,000	157,000	-	652,500
Funding Source:		Project Schedule		Start		Finish	
CDBG	172,500	Design					
HOME	480,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		On-going		On-going	
Total	\$652,500	Total Project		On-going		On-going	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

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

Project Description:
CDBG: Recreational Amenities
 The recently adopted 5-Year Consolidated Plan identifies a goal to provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees and active living for low and moderate income areas of the community.



Operations and Maintenance Impact on Budget:
Current:
 Projects that are in low-and-moderate income areas are eligible for CDBG funds to support costs of the project. Rather than create new projects, the City will often look for ways to leverage both CDBG and general funds to complete an improvement.
Long-Term:
 City-owned infrastructure is maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	50,000	50,610	57,510				158,120
Total Costs	50,000	50,610	57,510	-	-	-	158,120
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	50,000	50,610	57,510	-	-	-	158,120
							-
							-
							-
Total Source	50,000	50,610	57,510	-	-	-	158,120
Funding Source:		Project Schedule		Start		Finish	
CDBG	158,120	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY20		FY24	
Total	\$158,120	Total Project		FY20		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
CDBG: Renter Occupied Rehabilitation

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

Attach Map:



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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	101,320	33,500		33,500	33,500		201,820
Total Costs	101,320	33,500	-	33,500	33,500	-	201,820
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	101,320	33,500	-	33,500	33,500	-	201,820
							-
							-
							-
Total Source	101,320	33,500	-	33,500	33,500	-	201,820
Funding Source: CDBG	201,820	Project Schedule		Start		Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		On-going		On-going	
Total	\$201,820	Total Project		On-going		On-going	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Inspection Services

Project Number:

Project Description:

City Hall Repurpose & Remodel

In the initial analysis of the City Hall Remodel we determined the scope should go beyond new carpet. In an attempt to provide the best customer service to our citizens a relocation of various divisions and rebuild of offices will be required. In FY20 a contract for design services was approved. Design will be completed in FY20 and if scope of work and design are approved construction will begin in FY21.



Operations and Maintenance Impact on Budget:

Current:

There will be an effect on the Operating Budget since general fund dollars will be used for this project.

Long-Term:

Anticipate similar operating expenses to what City Hall has historically been.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	50,000	25,000	25,000				100,000
Land/Right of Way							-
Utility Relocation							-
Construction		1,475,000	1,275,000				2,750,000
Landscaping							-
Equipment & Furnish			200,000				200,000
Other							-
Total Costs	50,000	1,500,000	1,500,000	-	-	-	3,050,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Fund Savings	50,000	1,500,000	1,500,000				3,050,000
							-
							-
							-
							-
Total Source	50,000	1,500,000	1,500,000	-	-	-	3,050,000
Funding Source:	Project Schedule		Start		Finish		
GFS	3,050,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY19		FY22	
Total	\$3,050,000	Total Project		FY19		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Inspection Services

Project Number:

Project Description:

Code Enforcement, Property Clean-up, Condemnation

The City of Cedar Falls has the authority to condemn any building or structure that may be deemed dangerous and unsafe for human habitation. This project provides for the on-going funding of property demolitions, debris removal and property clean up as part of the code enforcement program in the city. Certain individual demolition/clearance activities may be eligible for CDBG funding subject to the City's CDBG Annual Action Plan or for clean-up/demo related activities after a natural disaster, such as flood-buyouts.



Operations and Maintenance Impact on Budget:

Current:

Minimal impact on the general budget. These expenses are sporadic and are generally not significant.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other (Demo/clearance)	50,000	45,000	50,000	45,000	50,000	45,000	285,000
Total Costs	50,000	45,000	50,000	45,000	50,000	45,000	285,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
CDBG	5,000		5,000		5,000		15,000
Capital Projects	45,000	45,000	45,000	45,000	45,000	45,000	270,000
							-
							-
							-
							-
							-
Total Source	50,000	45,000	50,000	45,000	50,000	45,000	285,000
Funding Source:	Project Schedule		Start		Finish		
CP	270,000	Design					
CDBG	15,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:	On-going		On-going		
Total	\$285,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 50

Department:
Community Development

Division:
Inspections

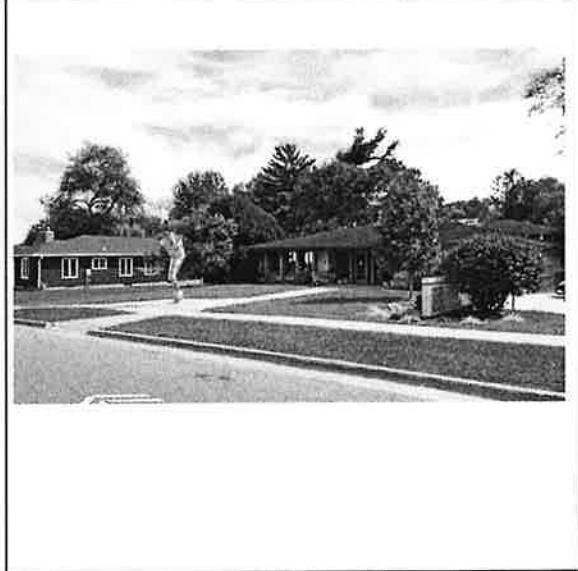
Project Number:

Project Description:

Hearst Center Expansion
The Hearst Center expansion/new building project was re-initiated in 2018 to review current building deficiencies and plan for future growth. A continued moderated updating of the current facility does not meet the current needs and will not meet future needs of the community.

A feasibility study will be conducted in early 2020 to help determine a plan forward for a new building (new construction or existing structure) or major renovation/expansion of the current facility. This building project does not seek to dramatically increase the physical footprint of the Hearst, but to better design space for current and projected needs while incorporating elements of new models for community art centers.

Primary project drivers for a new Hearst Center space include: flexible, multi-use programming space; increased classroom and ceramics studio space; appropriate art storage; appropriate work stations; possible rentable studios and community workshop space; and community amenities such as improved parking/entry and location options in or near the cultural and entertainment district.



Current:
Initial construction costs.

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				500,000			500,000
Land/Right of Way							-
Utility Relocation							-
Construction					4,400,000		4,400,000
Landscaping							-
Equipment & Furnish					100,000		100,000
Other							-
Total Costs	-	-	-	500,000	4,500,000	-	5,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	-				700,000		700,000
Federal/State Funding					600,000		600,000
Cultural Improvement Fund					180,000		180,000
Capital Projects							-
Private Gifts and Grants				500,000	1,870,000		2,370,000
Gaming					500,000		500,000
Community Foundation					650,000		650,000
							-
Total Source			-	500,000	4,500,000	-	5,000,000

Funding Source:		Project Schedule		Start	Finish
		Design		FY23	FY24
PRIV	2,370,000	Land/Right of Way			
CIF	180,000	Utility Relocation			
F/S	600,000	Construction		FY24	FY25
BHCG	500,000	Other:			
GO	700,000				
CFCF	650,000				
Total	\$5,000,000	Total Project		FY23	FY25

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Community Development

Division:

Inspection Services

Project Number:

Project Description:

Land Acquisition-School Administration land

In preparation for consolidation of school operations, when the new high school opens, City acquisition of the Administration offices and parking lot is proposed. The fire station located at 18th and Main is over 50 years old and a 2015 feasibility study found that the best locations for fire stations would include a substation along the 1st Street corridor along with the Main Station located on South Main.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

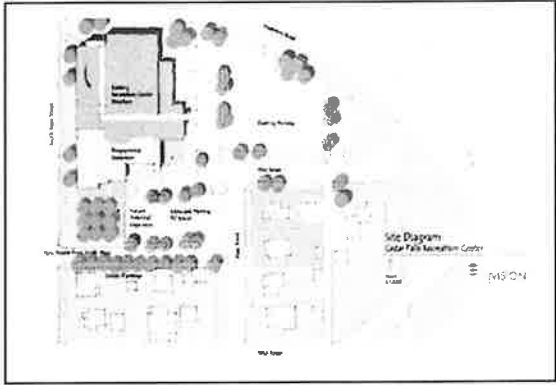
None, it is not currently a City-owned property.

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way					1,000,000		1,000,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,000,000	-	1,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
General Fund Savings					1,000,000		1,000,000
							-
							-
							-
Total Source	-	-	-	-	1,000,000	-	1,000,000
Funding Source:							
GFS	1,000,000						
Total	\$1,000,000						

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

City of Cedar Falls Capital Improvement Program						CIP Number: 52	
Department: Community Development			Division: Inspections			Project Number:	
Project Description: Recreation Center Usage/Need/Study							
<p>A number of years ago the recreation center completed a site plan that illustrated a possible expansion footprint to the south of the existing structure. Since that time, a number of other fitness facilities have opened in the community and the Rec. Center has seen some modest drops in membership. The study will try and determine the cause for the leakage, what the Rec. Center can do to keep and or increase membership, what areas of fitness are not being provided for the community and what changes in the facility are needed.</p>							
Operations and Maintenance Impact on Budget:							
Current: The overall cost to operate the building from heating/cooling, cleaning/maintenance will increase.							
Long-Term: Additional revenue will offset usage and maintenance costs.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design						-	-
Land/Right of Way						-	-
Utility Relocation						-	-
Construction						-	-
Landscaping						-	-
Equipment & Furnish						-	-
Facility Needs Study	57,125						57,125
Total Costs	57,125	-	-	-	-	-	57,125
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond						-	-
Federal/State Funding						-	-
Local Sales Tax						-	-
Capital Projects-RCCIP	57,125						57,125
						-	-
						-	-
						-	-
						-	-
						-	-
Total Source	57,125	-	-	-	-	-	57,125
Funding Source:		Project Schedule		Start		Finish	
RCCIP	57,125	Design					
	-	Land/Right of Way					
	-	Utility Relocation					
	-	Construction		FY20		FY20	
	-	Other:					
	-						
Total	57,125	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:

Bike Network On-street Signage

This project will fund signage and paint for the the bicycle network. Funds used to improve bicycle facilities during road improvement projects and for annual maintenance; repainting bike lanes and sharrows.



Operations and Maintenance Impact on Budget:

Current:

Staff time to install the signs and paint bike stencils on the street

Long-Term:

Future maintenance will be required as needed

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Design/Relocation							-
Construction	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Construction Engineering							-
Equipment & Furnish							-
Other							-
Total Costs	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
CFU							-
Hotel/Motel Tax-VT	5,000	5,000	5,000	5,000	5,000	5,000	30,000
							-
Total Source	5,000	5,000	5,000	5,000	5,000	5,000	30,000

Funding Source:

		Project Schedule	Start	Finish
H/M-VT	30,000	Design		
		Land/Right of Way		
	-	Utility Relocation		
	-	Construction	FY19	FY24
		Other:		
	-			
Total	\$30,000	Total Project	FY19	FY24

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:

Bus Shelters & Related Amenities

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



Operations and Maintenance Impact on Budget:

Current:

Initial expenses for bus shelter installation will be reimbursed through MET Transit upon completion of each individual project.

Long-Term:

All public improvements will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		15,000		15,000		15,000	45,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	15,000	-	15,000	-	15,000	45,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
MET Transit		15,000		15,000		15,000	45,000
							-
							-
							-
							-
Total Source	-	15,000	-	15,000	-	15,000	45,000

Funding Source:

MET Transit Reimbursement

\$45,000

Project Schedule

Start

Finish

Design			
Land/Right of Way			
Utility Relocation			
Construction	FY19		ongoing
Other:			
Total Project	FY19		ongoing

Total

45,000

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

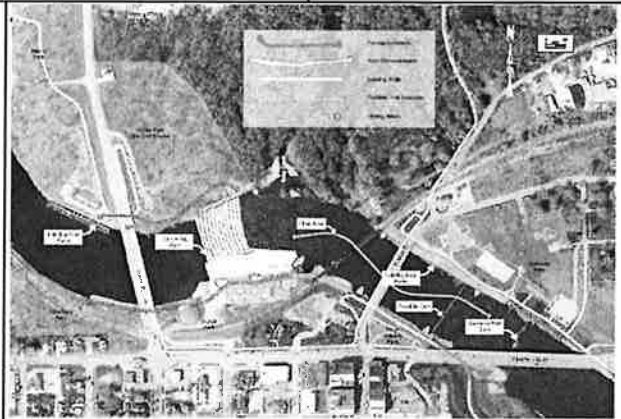
 Department:
 Community Development

 Division:
 Planning and Community Services

 Project Number:
 FL - 033 - 3088

Project Description:
Cedar River Safety and Recreational River Improvements Phase I

This project will study and construct the recreational improvements along the river bank and in the river from the Main Street bridge to the downstream side of the W. 1st Street bridge. This project includes the safety improvements at the Gateway Park Dam (remove rebar) along with fishing jetties, trails and adjacent recreational features. **\$95,500 has already been spent on design as of 8-1-19.**


Operations and Maintenance Impact on Budget:
Current:

The recreational features will impact the debt service levy.

Long-Term:

The public improvements will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			160,000	100,000			260,000
Land/Right of Way							-
Utility Relocation							-
Construction (in-river)			890,000	865,000			1,755,000
Construction (riverbank)			1,000,000	243,710			1,243,710
Riverbank enhancements				771,290			771,290
Maintenance				70,000			70,000
Total Costs	-	-	2,050,000	2,050,000	-	-	4,100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond				400,000			400,000
Federal/State Funding				400,000			400,000
Local Sales Tax							-
Capital Projects							-
Emergency Reserve				1,000,000			1,000,000
Private			250,000	250,000			500,000
Black Hawk Cnty Gaming			1,500,000				1,500,000
General Revenue Bonds							-
Hotel/Motel Tax-VT			300,000				300,000
Total Source	-	-	2,050,000	2,050,000	-	-	4,100,000
Funding Source:		Project Schedule		Start		Finish	
GO Bond	400,000	Design		FY16		FY22	
PRIV	500,000	Land/Right of Way					
ER	1,000,000	Utility Relocation					
BHCG	1,500,000	Construction		FY21		FY22	
F/S	400,000	Other:					
H/M-VT	300,000						
Total	4,100,000	Total Project		FY16		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

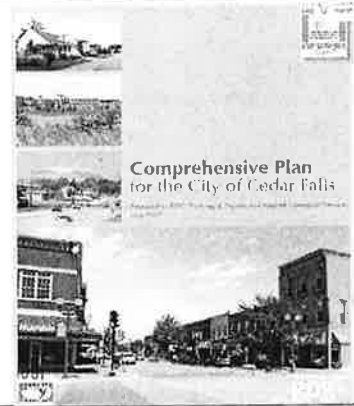
Division:
Planning & Community Services

Project Number:

Project Description:
Comprehensive Plan and Zoning Code Update

A Comprehensive Plan was adopted in May 2012. Changes to the zoning code are necessary to implement this plan. This project will result in adoption of more detailed area plans, starting with Downtown and College Hill and moving to other areas as directed by Council, including an needed update to the City's office/business/ and industrial park zoning districts. These area plans will become an integral part of the City's Comprehensive Plan. The Zoning Code will be updated concurrently.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

The General Fund Operating Budget will be used to complete these updates. TIF funds may be used for planning efforts in Downtown, College Hill, and the Unified District if urban renewal plans are amended accordingly.

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	150,000	200,000	150,000	150,000	150,000	150,000	950,000
Total Costs	150,000	200,000	150,000	150,000	150,000	150,000	950,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	75,000	200,000	100,000	150,000	150,000	150,000	825,000
TIF - Downtown	50,000						50,000
TIF - College Hill	25,000						25,000
TIF - Unified			50,000				50,000
							-
Total Source	150,000	200,000	150,000	150,000	150,000	150,000	950,000
Funding Source:		Project Schedule		Start		Finish	
GR	825,000	Design					
TIF - Downtown	50,000	Land/Right of Way					
TIF - College Hill	25,000	Utility Relocation					
TIF - Unified	50,000	Construction					
		Other:		FY19		FY25	
Total	\$950,000	Total Project		FY19		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
Conversion of rental homes back to owner-occupied.

This pilot incentive program is intended to be one tool to restore a better balance of owner-occupied homes within neighborhoods with an over-concentration of short term rental properties. A forgivable loan program has been developed for individuals that would like to take a rental back to an owner-occupied house, providing a \$10,000 matching forgivable loan. The original pilot program will end in 2020. Staff suggests evaluating the program to consider whether to fund a new 5-year program in FY23 and beyond.



Operations and Maintenance Impact on Budget:
Current:
The cost of the program will affect the General Fund Operating Budget. There will also be staff time to develop, implement and administer the program. Council would decide to fund through budget process.

Long-Term:
The General Fund Operating Budget would be impacted for an additional 5 years, for both the program and the staff time to administer it.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000

Funding Source:	600,000	Project Schedule	Start	Finish
GR	600,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY15	FY25
Total	600,000	Total Project	FY15	FY25

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:
Community Development

Division:
Planning & Community Services

Project Description:

Prairie Parkway Landscaping/Beautification

Project would include aesthetic and landscaping improvements, to include trees along Prairie Parkway and roundabout landscaping in conjunction with the developer at Prairie Pkwy/Prairie View Rd. and the Brandilynn roundabout within the Pinnacle Prairie Urban Renewal Area. The 2015 amendment to the Pinnacle Prairie Master Plan calls for the developer to make improvements at Prairie Pkwy/Prairie View Rd.



Operations and Maintenance Impact on Budget:

Current:

TIF would be used for initial installation of the proposed improvements but will require ongoing maintenance costs to the City.

Long-Term:

Improvements will require ongoing maintenance costs to the City.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	50,000						50,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	240,000	160,000					400,000
Equipment & Furnish							-
Other							-
Total Costs	290,000	160,000	-	-	-	-	450,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Pinnacle Prairie	230,000	160,000					390,000
Private	60,000						60,000
							-
							-
Total Source	290,000	160,000	-	-	-	-	450,000
Funding Source:			Project Schedule	Start	Finish		
TIF-PP	390,000		Design	FY19	FY19		
Private	60,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY19	FY20		
			Other:				
Total	\$450,000		Total Project	FY19	FY20		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

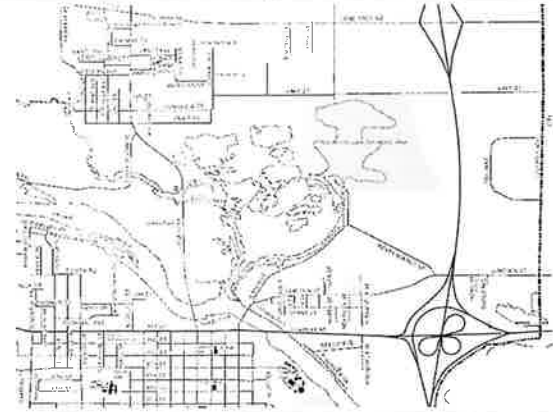
Department:
Community Development

Division:
Planning & Community Services

Project Description:

Property/Flood Buyouts

The City of Cedar Falls will continue the voluntary flood buyout program in selected neighborhoods of both commercial and residential properties. Priority purchases are identified on the City's "priority buyout list" and will be targeted in flood prone areas of the City. This local money is used to leverage federal and state funds for hazard mitigation programs, pre-disaster/post-disaster grants, as they become available.



Operations and Maintenance Impact on Budget:

Current:

This will effect the General Fund operating budget by increasing maintenance areas and acquisition costs.

Long-Term:

This buy out will target properties in the Floodplain and Floodway which will reduce flood loss in the long term.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects	70,000	70,000	70,000	70,000	70,000	70,000	420,000
							-
							-
							-
							-
							-
Total Source	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Funding Source:	Project Schedule		Start		Finish		
CP	420,000	Design					
		Land/Right of Way	On-going		On-going		
		Utility Relocation					
		Construction					
		Other:					
Total	\$420,000	Total Project	On-going		On-going		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:
new

Project Description:

Public Housing Authority Administrative Plan Update

The City's Public Housing Authority Administrative Plan is required to be updated periodically. Consultant Services will be needed to assist with this project.



Operations and Maintenance Impact on Budget:

Current:

Minimal, if any, effect on the general budget. HUD funds allocated to the PHA for administrative costs may be used for this update.

Long-Term:

Project will keep the PHA current with HUD regulations.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	15,000						15,000
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Federal PHA funds	15,000						15,000
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
PHA	15,000	Design		FY20		FY20	
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$15,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:

Wayfinding Signage Plan

Install a series of wayfinding signage throughout the community in order to promote and direct travelers to the City's historical, cultural and commercial areas.



Operations and Maintenance Impact on Budget:


Current:

Sign locations in the TIF district may be eligible for funding through TIF revenues, if eligible. Otherwise signs will need to be funded through Hotel/Motel revenue.

Long-Term:

The directional signs will need to be continually maintained after installation.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000			25,000			50,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	-	-	25,000	-	-	50,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - DT							-
TIF -UN							-
Hotel/Motel-V&T	25,000			25,000			50,000
							-
							-
Total Source	25,000	-	-	25,000	-	-	50,000
Funding Source:		Project Schedule		Start	Finish		
TIF- UN	-	Design					
H/M-VT	50,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY23		
		Other:					
Total	\$50,000	Total Project		FY20	FY23		

City of Cedar Falls Capital Improvement Program				CIP Number: 62			
Department: Community Development		Division: Recreation		Project Number:			
Project Description:							
<p>Ballfield Fencing Spot Repair</p> <p>Fencing at various ballfields within the Cedar Falls Park system need repaired from normal wear of regular use and age. Damage includes bent posts, curled fence fabric, missing or detached posts and rails. This includes certain areas of Birdsall, Orchard Hill, Pfeiffer Park and Central Park.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Fence will function as it was supposed to and will provide a safer facility for those using these facilities.							
Long-Term:							
Minor-repairs will improve the structural integrity and lengthen the useful life of current fencing.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		2,500					2,500
Landscaping							-
Equipment & Furnish		2,500					2,500
Other							-
Total Costs	-	5,000	-	-	-	-	5,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Player Fund		5,000					5,000
RC CIP							-
							-
Total Source	-	5,000	-	-	-	-	5,000
Funding Source:		Project Schedule		Start		Finish	
SBPF	5,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY21		FY22	
Total	\$5,000	Total Project		FY21		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number: 63

Department:
Community Development

Division:
Recreation

Project Number:

Project Description:
Rec Center Locker Rooms


To remodel both the Men's and Women's locker rooms at the Rec Center. Original tile, plumbing fixtures, ceiling tile/grid work and flooring all need to be replaced and updated since the building was built in 1993 thus providing a fresh new look which will be easier to maintain. All painted surfaces are to be prepped and repainted in the locker rooms as well. Also, look at creating a unisex shower/restroom.





Operations and Maintenance Impact on Budget:
Current:
The debt service levy and the general fund will not be affected by this project since rec fees set aside in a capital projects fund will be used.
Long-Term:


Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		500,000					500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	500,000	-	-	-	-	500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Rec CIP		500,000					500,000
							-
							-
							-
Total Source	-	500,000	-	-	-	-	500,000

Funding Source:	Project Schedule	Start	Finish
RC CIP	500,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY21	FY21
	Other:		
Total	\$500,000	Total Project FY21	FY21

City of Cedar Falls Capital Improvement Program				CIP Number: 64			
Department: Community Development		Division: Recreation		Project Number:			
Project Description:							
<p>Weight Equipment</p> <p>New Weight Equipment to replace machines bought in December of 2005. These machines are showing their age and wearing out as indicated by the number of repairs staff is now having to do.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
This will reduce repair cost, should increase membership/income as updated or new machines foster an increased enthusiasm.							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			300,000				300,000
Other							-
Total Costs	-		-	-	-	-	300,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
RC CIP			300,000				300,000
							-
							-
							-
							-
Total Source	-	-	300,000	-	-	-	300,000
Funding Source:	Project Schedule		Start		Finish		
RC CIP	300,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY22	
Total	\$300,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program					CIP Number: 65		
Department: Community Development		Division: Recreation			Project Number:		
Project Description:							
<p>Falls Animal Floatables Replacement</p> <p>Purchase new floating animals/objects to be anchored to the pool bottom for kids to play on like they have since the facility opened in 2006. These items wear out and need to be replaced periodically.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					12,000		12,000
Other							-
Total Costs	-	-	-	-	12,000	-	12,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP					12,000		12,000
							-
							-
Total Source	-	-	-	-	12,000	-	12,000
Funding Source:		Project Schedule		Start		Finish	
RC CIP		12,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction			
				Other:		FY24	
						FY24	
Total		\$12,000		Total Project		FY24	

City of Cedar Falls Capital Improvement Program						CIP Number:	66
Department: Community Development		Division: Recreation				Project Number:	
Project Description:							
<p>Falls Block Work</p> <p>Clean & seal block work at the Falls Aquatic Center to freshen up look and preserve/lengthen life of block work.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			25,000				25,000
Other							-
Total Costs	-	-	25,000	-	-	-	25,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP			25,000				25,000
							-
							-
Total Source	-	-	25,000	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
RC CIP		25,000		Design			
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY22	
Total		\$25,000		Total Project		FY22	

City of Cedar Falls Capital Improvement Program						CIP Number:	67	
Department: Community Development		Division: Recreation				Project Number:		
Project Description:								
<p>Falls - Chair/Innertube Replacement</p> <p>Purchase lounge chairs & inner tubes replacing those that wear out annually. The number of each to be purchased will be evaluated at the end of the FY25 swim season with delivery in April.</p>								
Operations and Maintenance Impact on Budget:								
Current:								
Long-Term:								
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish						18,000	18,000	
Other							-	
Total Costs	-	-	-	-	-	18,000	18,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Cedar Falls Utilities							-	
TIF - Downtown							-	
RC CIP						18,000	18,000	
							-	
							-	
Total Source	-	-	-	-	-	18,000	18,000	
Funding Source:		Project Schedule		Start		Finish		
RC CIP		18,000		Design				
				Land/Right of Way				
				Utility Relocation				
				Construction				
				Other:		FY25		
						FY25		
Total		\$18,000		Total Project		FY25		

City of Cedar Falls Capital Improvement Program

CIP Number: 68

Department:
Community Development

Division:
Recreation

Project Number:

Project Description:

Falls - Chemical System Controllers

Purchase and install 3 new chemical controllers, one for each of the 3 pools, at the Falls Aquatic Center to replace the ones purchased in 2006 when the facility was built.



Operations and Maintenance Impact on Budget:
Current:
\$14,500 to replace and update the three systems currently installed at the Falls Aquatic Center.

Long-Term:
Reduce repair costs on ageing system. Reduce chemical cost by ensuring proper amounts of chemicals are added to pool. Newer models have so many more useful features we could use.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		14,500					14,500
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	14,500	-	-	-	-	14,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RCCIP		14,500					14,500
							-
Total Source	-	14,500	-	-	-	-	14,500

Funding Source:	Project Schedule	Start	Finish
Rec CIP 14,500	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY21	FY21
	Total	Total Project	FY21

City of Cedar Falls Capital Improvement Program

CIP Number 69

Department:
Community Development

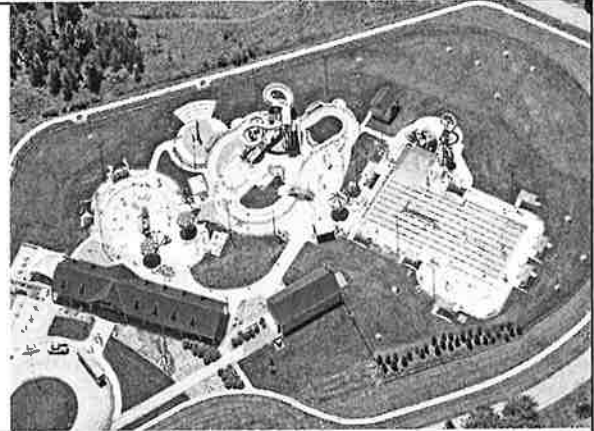
Division:
Recreation

Project Number:

Project Description:

Falls - Paint Aquatic Center Pools

Sandblast and repaint the three pools at the Falls Aquatic Center. It will have been 8 years since it was last painted. Typically this is something done every 6 years IF done right.



Operations and Maintenance Impact on Budget:

Current:

\$200,000 to paint all three pools at the Falls Aquatic Center to freshen up the look at the facility.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		200,000					200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	200,000	-	-	-	-	200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP		200,000					200,000
							-
							-
Total Source	-	200,000	-	-	-	-	200,000
Funding Source:			Project Schedule	Start	Finish		
Rec CIP	200,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction	FY21	FY21		
			Other:				
Total	\$200,000		Total Project	FY21	FY21		

City of Cedar Falls Capital Improvement Program

CIP Number: 70

ITEM 2.

Department:
Community Development

Division:
Recreation

Project Number:

Project Description:

Falls - Play Equipment

Install a piece of play equipment to the south of the zero depth pool for age 9 and under to use. Parents could stay in one place and watch the pool and the play equipment. A safety surface would need to be installed under the structure.



Operations and Maintenance Impact on Budget:

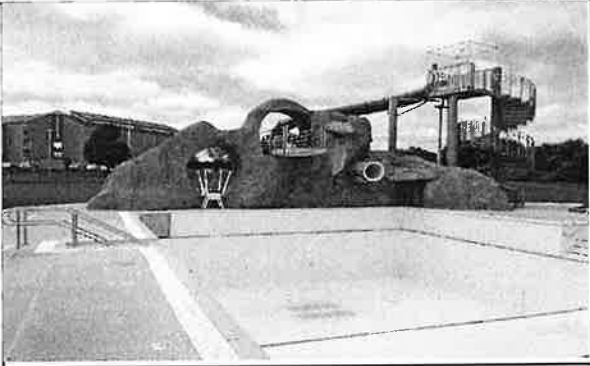
Current:

Staff time to install

Long-Term:

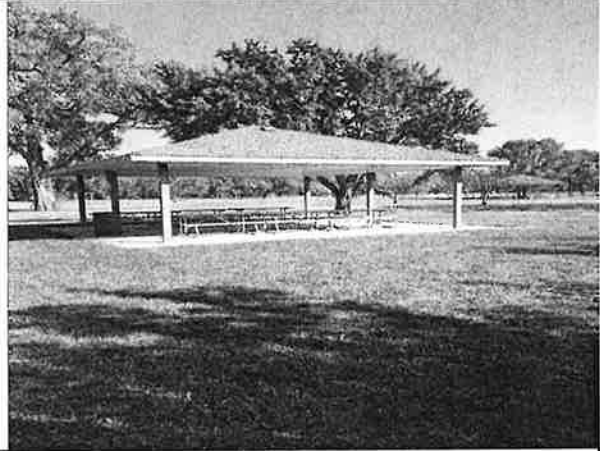
This may require daily maintenance of 30 minutes or less during the 90 day season. It should also be put on the monthly inspection list of play equipment done by the Public Works/Parks Division staff.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping					5,000		5,000
Equipment & Furnish					25,000		25,000
Other							-
Total Costs	-	-	-		30,000	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
RCCIP					30,000		30,000
							-
							-
							-
Total Source	-	-	-	-	30,000	-	30,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP	30,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$30,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program						CIP Number: 71	
Department: Community Development			Division: Recreation			Project Number:	
Project Description: Falls - Rock Structure Painting To repair and paint the fake rock structures by the diving/drop slide area and around the lazy river.							
Operations and Maintenance Impact on Budget: Current: Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				15,000			15,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	15,000	-	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP				15,000			15,000
							-
							-
Total Source	-	-	-	15,000	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
RC CIP		15,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		FY23	
				Other:			
Total		\$15,000		Total Project		FY23	

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

Project Description:
Falls - Shelters
 Install one shelter at the Falls Aquatic Center that can be rented during open hours for parties and events.



Operations and Maintenance Impact on Budget:
 Current:
 Cost of construction but should produce revenue from rentals.
 Long-Term:
 Maintenance and upkeep on shelter once installed.

Project Costs	FY21	FY20	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						17,000	17,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	17,000	17,000
Source of Funds	FY21	FY20	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
RC CIP						17,000	17,000
							-
							-
Total Source	-	-	-	-	-	17,000	17,000
Funding Source:			Project Schedule		Start		Finish
RC CIP	17,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction		FY25		FY25
			Other:				
Total	\$17,000		Total Project		FY25		FY25

City of Cedar Falls Capital Improvement Program

CIP Number: 73

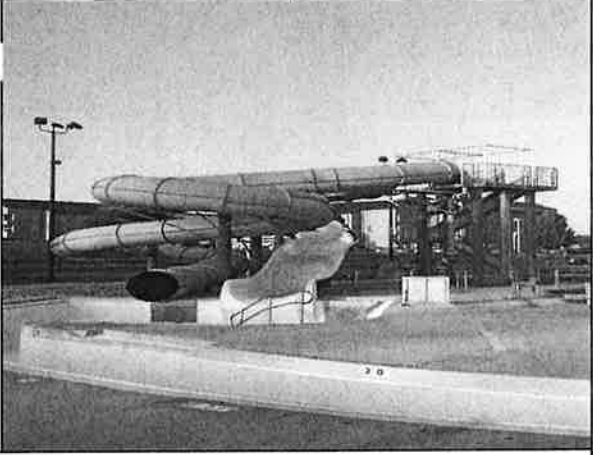
Department:
Community Development

Division:
Recreation

Project Number:

Project Description:
Falls - Waterslide Refinish/Repair

To have a slide restoration company come in to inspect, refinish and repair as necessary the three waterslides at the Falls Aquatic Center and the play structure for the zero depth pool.




Operations and Maintenance Impact on Budget:
Current:
The debt service levy and the general fund will not be affected by this project since rec fees set aside in a capital projects fund will be used.
Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		300,000					300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	300,000	-	-	-	-	300,000

Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
RC CIP		300,000					300,000
							-
							-
Total Source	-	300,000	-	-	-	-	300,000

Funding Source:		Project Schedule		
		Start	Finish	
RC CIP	300,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY21	FY21
		Other:		
Total	\$300,000	Total Project	FY21	

City of Cedar Falls Capital Improvement Program					CIP Number: 74		
Department: Community Development		Division: Recreation			Project Number:		
Project Description: Falls Wood Clean, recondition and reseal the wood facade at the Falls Aquatic Center to restore its appearance.							
Operations and Maintenance Impact on Budget: Current: Long-Term: Just improves the optical look of the entire facility							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	10,000						10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	10,000	-	-	-	-	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP	10,000						10,000
							-
							-
Total Source	10,000	-	-	-	-	-	10,000
Funding Source:		Project Schedule		Start		Finish	
Rec CIP		10,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction			
				Other:		FY20	
						FY20	
Total		\$10,000		Total Project		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

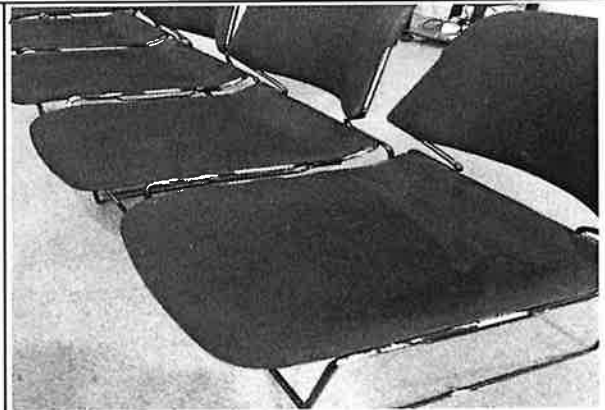
Division:
V&T - Cultural

Project Number:

Project Description:

Hearst Center-Replace seating in Mae Latta Hall

Replacement seating for Mae Latta Hall. Current seating is 30+ years old, from the opening of the Hearst Center in 1989. Legs of current seating are peeling paint, upholstery is stained. Funding request is to furnish 90 new chairs that are lighter weight for moving/stacking and easier to clean. Approx. cost \$7000.00.



Operations and Maintenance Impact on Budget:

Current:

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			7,000				7,000
Other							-
Total Costs	-	-	7,000	-	-	-	7,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund			7,000				7,000
							-
							-
Total Source	-	-	7,000	-	-	-	7,000
Funding Source:	Project Schedule		Start		Finish		
CIF	7,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY23		FY23	
Total	\$7,000	Total Project		FY23		FY23	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

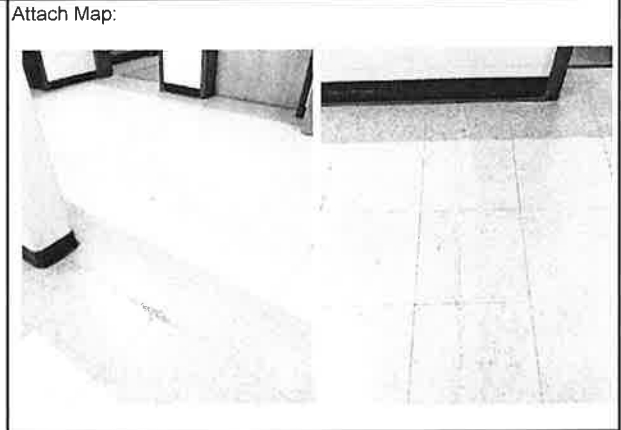
Department:
Community Development

Division:
V&T - Cultural

Project Number:

Project Description:
Hearst Center - Replace tile flooring on lower level

Lower level composite vinyl tile is in poor condition that warrents replacement. The flooring has exceeded its life expectancy and is no longer able to be refinished to a satisfactory standard. Areas are deteriorating and beginning to cause trip hazards. This request is contingent on expansion/relocation options.



Operations and Maintenance Impact on Budget:
Current:

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish				10,170			10,170
Other							-
Total Costs	-	-	-	10,170	-	-	10,170
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund				10,170			10,170
							-
							-
Total Source	-	-	-	10,170	-	-	10,170

Funding Source:	Project Schedule	Start	Finish
CIF	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY23	FY23
	Other:		
Total	Total Project	FY23	FY23

City of Cedar Falls Capital Improvement Program

CIP Number: 77

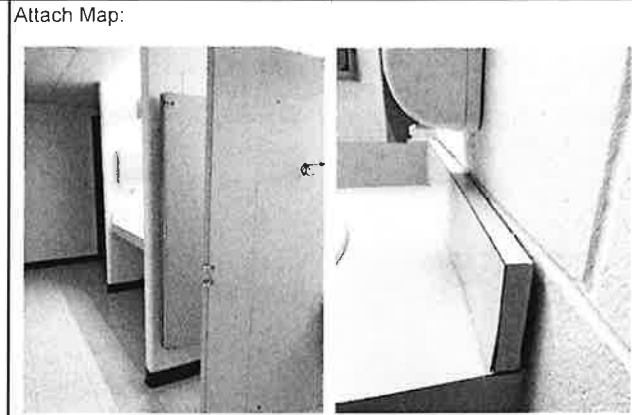
Department:
Community Development

Division:
V&T-Cultural

Project Number: **ITEM 2.**

Project Description:
Hearst Center Lower Restrooms Refurbish

Lower lever restrooms are frequented by class attendees. Space is original to 1989 and contain one men's and one women's room. New stalls, fixtures, countertops and flooring are recommended. Contingent on expansion/relocation options being explored.



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

Long-Term:
New fixtures and flooring may reduce cleaning and maintenance costs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						35,000	35,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	35,000	35,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Cultural Impr. Fund						35,000	35,000
Cultural - Rep & Maint. Fun							-
General Revenue							-
Capital Projects							-
							-
							-
Total Source	-	-	-	-	-	35,000	35,000

Funding Source:	Project Schedule	Start	Finish
CIF	35,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY25	FY25
Other:			
Total	\$35,000	Total Project	

City of Cedar Falls Capital Improvement Program

CIP Number: 78

Department:
Community Development

Division:
V&T-Cultural

Project Number: **ITEM 2.**

Project Description:
Hearst Center Upper Restrooms Refurbish

Facelift for the public restrooms on the first floor (one men's, one women's.) Space is original to 1989. Current wallpaper is stained, some minor wall repairs are needed, new stalls, fixtures, countertops and flooring are recommended. Contingent on expansion/relocation options being explored.



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

Long-Term:
New fixtures and flooring may reduce cleaning and maintenance costs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				35,000			35,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	35,000	-	-	35,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Cultural Impr. Fund				35,000			35,000
Cultural - Rep & Maint. Fur							-
General Revenue							-
Capital Projects							-
							-
							-
Total Source	-	-	-	35,000	-	-	35,000

Funding Source:	35,000	Project Schedule	Start	Finish
CIF		Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY23	FY23
		Other:		
Total	\$35,000	Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
V&T-Cultural

Project Number:

Project Description:

Hearst Center Usage/Need/Space Study

Recently, the strategic plan for the Hearst Center was updated. The goals of the plan are to identify ways that the mission of the Hearst can meet the current and future cultural needs of the community. This information will be used to investigate possible modifications to the Hearst Center facility. These modifications could be expansion at the current site, renovation of the facility within the existing footprint, move to another location, build new/combine with an existing facility or do nothing.



Operations and Maintenance Impact on Budget:

Current:

Some of this work may be completed by staff reducing the expense of the project.

Long-Term:

Make best possible decisions about future expansion and to limit additional tax support.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Usage Study	10,000	5,000					15,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	10,000	5,000	-	-	-	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cultural Rep. & Maint.							-
Art and Culture Funds	10,000						10,000
Friends		5,000					5,000
							-
							-
Total Source	10,000	5,000	-	-	-	-	15,000
Funding Source:			Project Schedule	Start	Finish		
ACB	10,000		Design				
Friends	5,000		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY20	FY21		
Total	\$15,000		Total Project	FY20	FY21		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
V&T

Project Number:

Project Description:

RAGBRAI Start Up Funds

This is revenue generated from the 2015 event. It is held in the reserve account for use as start-up funds when the event returns to Cedar Falls.



Operations and Maintenance Impact on Budget:

Current:

n/a

Long-Term:

n/a

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Start Up Funds						5,000	5,000
							-
							-
							-
							-
Other							-
Total Costs	-	-	-	-	-	5,000	5,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves						5,000	5,000
							-
							-
							-
							-
Total Source	-	-	-	-	-	5,000	5,000
Funding Source:	Project Schedule		Start		Finish		
TRC	5,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY25		FY25	
Total	\$5,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number:	ITEM 2.
Department: Community Development	Division: V&T	Project Number:	

Project Description:
Replacement of Horse & Rider Sculpture at Visitor Center
 A donation in memory of Howard Lund, a former volunteer, was received in 2016 for improvements to the Visitor Center. This gift is being held in the reserve account and will be used to help replace the Horse & Rider sculpture with the piece reaches the end of its life.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Production and Installation						20,000	20,000
							-
							-
							-
							-
							-
Other							-
Total Costs	-	-	-	-	-	20,000	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves						950	950
Public Art Fundraising						19,050	19,050
							-
							-
							-
Total Source	-	-	-	-	-	20,000	20,000
Funding Source:		Project Schedule		Start		Finish	
TRC	950	Design					
PRIV	9,550	Land/Right of Way					
Public Art Committee	9,500	Utility Relocation					
		Construction					
		Other:		FY25		FY25	
Total	\$20,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
V&T

Project Number:

Project Description:
Replacement of Street Banners

We set aside \$1,000 each year to replace street banners as they become worn. We currently have \$7,030 in reserves for this purpose. This CIP request serves as a reminder that these funds are available.



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

Long-Term:
Little maintenance is expected

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Production and Installation	2,500		2,500		2,500		7,500
							-
							-
							-
							-
Other							-
Total Costs	2,500	-	2,500	-	2,500	-	7,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves	2,500		2,500		2,500		7,500
							-
							-
							-
							-
Total Source	2,500	-	2,500	-	2,500	-	7,500
Funding Source:							
TRC	7,500						
Total	\$7,500						

Project Schedule	Start	Finish
Design		
Land/Right of Way		
Utility Relocation		
Construction		
Other:	FY20	and beyond
Total Project		

City of Cedar Falls Capital Improvement Program	CIP Number:	ITEM 2.
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Department: Community Development	Division: V&T	Project Number:
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Project Description:

Trail Sign in George Wyth State Park Honoring Gary Kelley and Paco Rosic

Gary Kelly and Paco Rosic created artwork for the cover of the 2012 and 2013 visitor guides. We sold posters and the originals, amounting to \$11,573.64. We committed to use profits for artwork on the trails. Our intention is to construct and install a Prairie Pathways kiosk sign marking and interpreting the northernmost point of the American Discovery Trail in George Wyth State Park with these funds. We will wait until this section of trail is reopened, hopefully in FY21.



Operations and Maintenance Impact on Budget:

Current:
This project will be funded from the Division's cash reserves.

Long-Term:
Little maintenance is expected

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Production and Installation		8,000					8,000
							-
							-
							-
							-
							-
							-
Other							-
Total Costs	-	8,000	-	-	-	-	8,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves		8,000					8,000
							-
							-
							-
							-
Total Source	-	8,000	-	-	-	-	8,000
Funding Source:	Project Schedule		Start		Finish		
TRC	8,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY21		FY21
Total	\$8,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

Division:
V&T

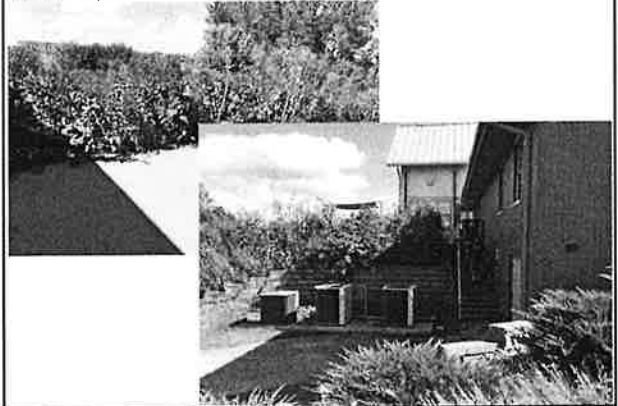
Project Number:

Project Description:

Visitor Center -Landscape area to west of patio

This area has become unsightly and overgrown with prairie. The appearance of the building would be improved by cleaning this area up while discouraging foot traffic since there is a large drop-off.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This project will be funded from the Division's cash reserves.


Long-Term:

Little maintenance is expected

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Landscaping	5,000						5,000
							-
							-
							-
							-
Other							-
Total Costs	5,000	-	-	-	-	-	5,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves	5,000						5,000
							-
							-
							-
							-
Total Source	5,000	-	-	-	-	-	5,000
Funding Source:		Project Schedule		Start	Finish		
TRC	5,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY20		
		Other:					
Total	\$5,000	Total Project					

City of Cedar Falls Capital Improvement Program	CIP Number:	ITEM 2.
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Department: Public Works	Division: Engineering	Project Number:
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<p>Project Description:</p> <p>Bridges/Culverts: Black Hawk Rd Box Culvert Replacement</p> <p>Black Hawk Rd Box Culvert Replacement Project will remove and replace the existing steel I-beam bridge with a box culvert. The current bridge is in poor condition with advanced deterioration.</p>	<p>Attach Map:</p> 
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Operations and Maintenance Impact on Budget:
Current:
 This will impact the debt service levy since a portion is from bond funding. Storm water funds are being used for the other portion of the project.
Long-Term:
 This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			38,000				38,000
Land/Right of Way							-
Utility Relocation							-
Construction				345,000			345,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	38,000	345,000	-	-	383,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund				345,000			345,000
General Obligation Bond			38,000				38,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	38,000	345,000	-	-	383,000

Funding Source:		Project Schedule	Start	Finish
STW	345,000	Design	FY22	FY22
GO	38,000	Land/Right of Way		
		Utility Relocation		
		Construction	FY23	FY23
		Other:		
Total	\$ 383,000	Total Project	FY22	FY23

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

BR - 101 - 3043

Project Description:

Bridges/Culverts: Campus Street Box Culvert Replacement
 Campus Box Culvert Project will remove and replace the existing reinforced concrete box culvert with a new culvert. The current box culvert is in poor condition with advanced deterioration.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the storm water fund is being used.

Long-Term:

This bridge will be maintained by Municipal Operations & Programs.

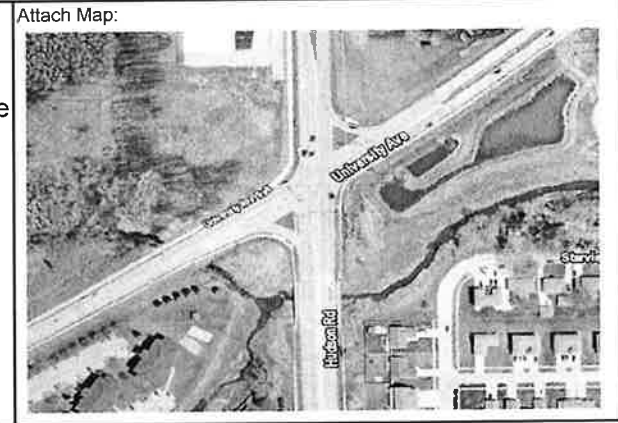
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	350,000						350,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	350,000	-	-	-	-	-	350,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Bond	350,000						350,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	350,000	-	-	-	-	-	350,000
Funding Source:		Project Schedule		Start		Finish	
STB	350,000	Design		FY18		FY19	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY19		FY20	
		Other:					
Total	\$ 350,000	Total Project		FY18		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department: Public Works Division: Engineering Project Number: _____

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



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			60,000				60,000
Land/Right of Way							-
Utility Relocation							-
Construction			550,000				550,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	610,000	-	-	-	610,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Street Construction Fund			610,000				610,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	610,000	-	-	-	610,000

Funding Source:		Project Schedule		Start	Finish
SCF	610,000	Design			
		Land/Right of Way			
		Utility Relocation			
		Construction		FY22	FY22
		Other:			
Total		\$610,000	Total Project	FY22	FY22

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:
02.1719

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



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

Long-Term:
This is an operational cost that will need to be budgeted annually.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		50,000		50,000		50,000	150,000
Land/Right of Way							-
Utility Relocation							-
Construction		150,000		150,000		150,000	450,000
Landscaping							-
Equipment & Furnish							-
Other-Consultant Inspecting	55,000		55,000		55,000		165,000
Total Costs	55,000	200,000	55,000	200,000	55,000	200,000	765,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Street Construction Fund	55,000	200,000	55,000	200,000	55,000	200,000	765,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	55,000	200,000	55,000	200,000	55,000	200,000	765,000

Funding Source:	Project Schedule	Start	Finish
SCF	765,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	Annual	Annual
Total	\$765,000	Total Project Annual	Annual

City of Cedar Falls Capital Improvement Program

CIP Number: 8 **ITEM 2.**

Department: Public Works
 Division: Engineering

Project Number:

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



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	165,000						165,000
Land/Right of Way	145,000						145,000
Utility Relocation							-
Construction		850,000					850,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	310,000	850,000	-	-	-	-	1,160,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	310,000	200,000					510,000
Storm Water Fund		650,000					650,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	310,000	850,000	-	-	-	-	1,160,000
Funding Source:			Project Schedule	Start		Finish	
GO	510,000		Design				
STW	650,000		Land/Right of Way	FY20		FY20	
			Utility Relocation				
			Construction	FY21		FY21	
			Other:				
Total	\$1,160,000		Total Project	FY20		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Bridges/Culverts: Ridgeway Avenue Bridge Replacement

Ridgeway Avenue Bridge Project will remove and replace the existing bridge with a new bridge.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since the City's match to the IDOT bridge funding will be paid for with TIF proceeds.

Long-Term:

This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			65,000				65,000
Land/Right of Way							-
Utility Relocation							-
Construction				600,000			600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	65,000	600,000	-	-	665,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding				480,000			480,000
Tax Increment Financing -			65,000	120,000			185,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	65,000	600,000	-	-	665,000
Funding Source:				Project Schedule			
				Start		Finish	
F/S	480,000				FY23		FY23
TIF-SCF	185,000						
Total	\$665,000			Total Project	FY23		FY24

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Engineering

Project Description:

Bridges/Culverts: Union Road Box Culvert Replacement

Union Road Box Culvert Project will remove and replace the existing reinforced concrete box culvert with a new culvert. The culvert is located a quarter of a mile south of W. 27th Street. Design for this project will occur in-house.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the storm water fund is being used.

Long-Term:

This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			40,000				40,000
Land/Right of Way			15,000				15,000
Utility Relocation							-
Construction				360,000			360,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	55,000	360,000	-	-	415,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund				305,000			305,000
Street Construction Fund			55,000	55,000			110,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	55,000	360,000	-	-	415,000
Funding Source:			Project Schedule		Start		Finish
STW	305,000		Design		FY22		FY22
SCF	110,000		Land/Right of Way		FY22		FY22
			Utility Relocation				
			Construction		FY23		FY23
			Other:				
Total	\$415,000		Total Project		FY22		FY23

City of Cedar Falls Capital Improvement Program	CIP Number: 9	ITEM 2.
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Department: Public Works	Division: Engineering	Project Number: BR - 105 - 3117
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Project Description:
Bridges/Culverts: W. 20th Street Box Culvert Replacement

W. 20th Street Box Culvert Replacement Project will remove and replace the existing 2 span slab bridge with a twin 10X8 box culvert. The current bridge is in poor condition with advanced deterioration.



Operations and Maintenance Impact on Budget:

Current:
 This will not impact the debt service levy since IDOT bridge fund and storm water funds are being used.


Long-Term:
 This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	30,000						30,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	30,000	-	-	-	-	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding	30,000						30,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	30,000	-	-	-	-	-	30,000

Funding Source:		Project Schedule	Start	Finish
F/S	30,000	Design	FY18	FY19
		Land/Right of Way		
		Utility Relocation		
		Construction	FY18	FY20
		Other:		
Total	\$30,000	Total Project	FY18	FY20

City of Cedar Falls Capital Improvement Program		CIP Number:	ITEM 2.
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Department: Public Works	Division: Engineering	Project Number:
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<p>Project Description:</p> <p>Bridges/Culverts: Walnut Street Bridge Replacement</p> <p>Walnut Street Bridge Replacement Project will remove and replace the existing bridge with a new culvert. The existing bridge is in serious condition with loss of section and deterioration. This project will include the street reconstruction of Walnut from W 20th St to W 21st St.</p>	<p>Attach Map:</p> 
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Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since local option sales tax and storm water funds are being used.

Long-Term:
This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	825,000						825,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	825,000	-	-	-	-	-	825,000

Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax	250,000						250,000
Street Construction Fund	250,000						250,000
Storm Water Bond	325,000						325,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	825,000	-	-	-	-	-	825,000

Funding Source:	Project Schedule	Start	Finish
STB	325,000	Design	FY20
LST	250,000	Land/Right of Way	
SCF	250,000	Utility Relocation	
		Construction	FY20
		Other:	
Total	\$825,000	Total Project	FY20

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

FL - 000 - 1975

Project Description:

Flood Control: Cedar River Levee Improvements

The City will be increasing the levee to the 500-year flood stage protection. The City did receive a sales tax grant from the State of Iowa for this project. However \$744,000 will need to be cashflowed until 2034 when the final payment from the State of Iowa would be received.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since grant funding is being used.

Long-Term:

The levee will be maintained by both Municipal Operations & Programs and Community Development.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	1,000,000						1,000,000
Landscaping							-
Equipment & Furnish							-
Maintenance							-
Total Costs	1,000,000	-	-	-	-	-	1,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
State Tax Grant	1,000,000						1,000,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	1,000,000	-	-	-	-	-	1,000,000
Funding Source:		Project Schedule		Start		Finish	
STG	1,000,000	Design		FY12		FY18	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY18		FY20	
		Other:					
Total	\$1,000,000	Total Project		FY12		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number: 95

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Industrial & City Development: Infrastructure Oversizing

This project would provide funding when there's a project where the City must participate in oversizing sanitary sewer, storm sewer, or the street.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since General Obligation Bond will be used.

Long-Term:

Completed improvements will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Storm Water Fund	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Sanitary Sewer Rental Fur	30,000	30,000	30,000	30,000	30,000	30,000	180,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Funding Source:		Project Schedule		Start		Finish	
GO	300,000	Design					
STW	180,000	Land/Right of Way					
SRF	180,000	Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	\$660,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:
FL - 000 - 1975

Project Description:

Sanitary Sewer: Ice House Museum Sanitary Sewer Service

This project will provide the Ice House Museum with sanitary sewer service. The project be designed and constructed with the Cedar River Levee Improvements Project.



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since private funding is being used.

Long-Term:

This will not impact the debt service levy.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	20,000						20,000
Total Costs	20,000	-	-	-	-	-	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Cedar Falls Historical Soci	20,000						20,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	20,000	-	-	-	-	-	20,000
Funding Source:		Project Schedule		Start		Finish	
CFHS	20,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY19		FY20	
		Other:					
Total	\$20,000	Total Project		FY19		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

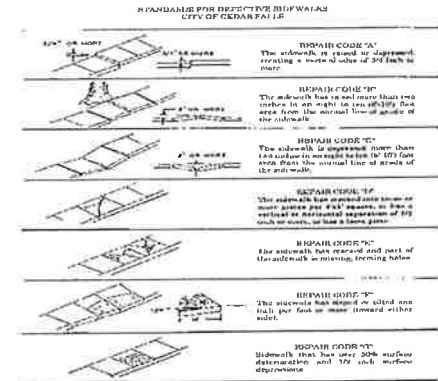
Division:

Engineering

Project Description:

Sidewalks/Trails: Assessment Program

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


Operations and Maintenance Impact on Budget:
Current:

This will be a special assessment and therefore property taxes will be levied specifically to those properties.

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Special Assessment	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Funding Source:							
SA	600,000						
		Project Schedule		Start		Finish	
Total	\$600,000						
		Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

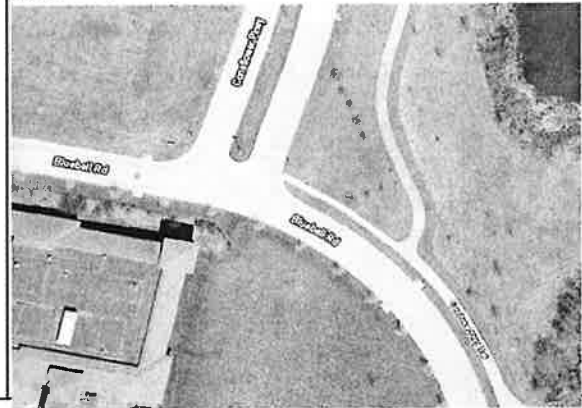
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Bluebell Road Sidewalk Infill
This project will form the connection of the trail from the existing stub to Coneflower Parkway.

Attach Map:



Operations and Maintenance Impact on Budget:

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

Long-Term:
The sidewalk will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		10,000					10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	10,000	-	-	-	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond		10,000					10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	10,000	-	-	-	-	10,000
Funding Source:	Project Schedule		Start		Finish		
GO	10,000	Design	FY21		FY21		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY21		FY21		
		Other:					
Total	\$10,000	Total Project	FY21		FY21		

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

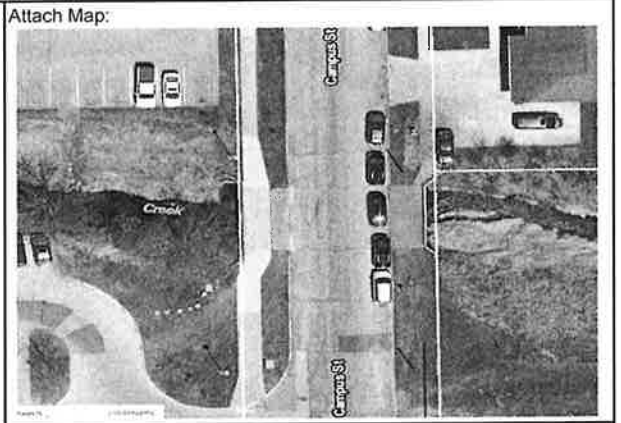
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Campus Street Sidewalk Infill

This project will construct sidewalk along the eastern side of Campus Street from W 20th Street south approximately 140 feet and from W 22nd Street north approximately 380 feet. Sidewalk will connect Sunnyside Addition to the University of Northern Iowa Campus.



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

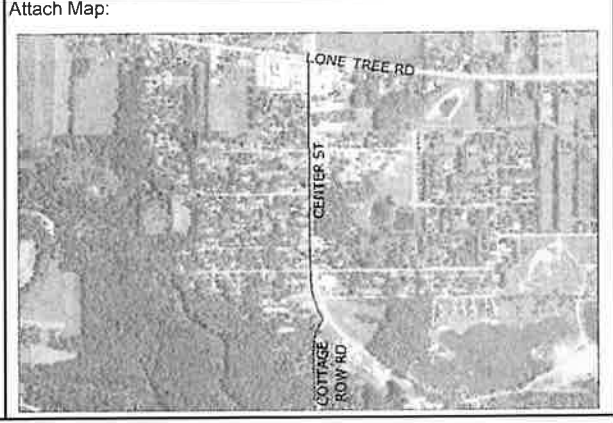
Long-Term:
This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000						25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	-	-	-	-	-	25,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	25,000						25,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	25,000	-	-	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
GO	25,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY20		
		Other:					
Total	\$25,000	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program CIP Number: 10 **ITEM 2.**

Department: **Public Works** Division: **Engineering** Project Number: **MC - 000 - 3107**

Project Description:
Sidewalks/Trails: Center Street Trail
 This project will construct a recreational trail along the west side of Center Street from Cottage Row Road to Lone Tree Road.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond proceeds are being used.
 Long-Term:
 The recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	90,000						90,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	90,000	-	-	-	-	-	90,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding	90,000						90,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	90,000	-	-	-	-	-	90,000

Funding Source:		Project Schedule	Start	Finish
F/S	90,000	Design	FY18	FY18
		Land/Right of Way		
		Utility Relocation		
		Construction	FY18	FY20
		Other:		
Total	\$90,000	Total Project	FY18	FY20

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Engineering

Project Description:

Sidewalks/Trails: Hudson Road Recreation Trail Phase IV

This project will install new recreation trail along the west side of Hudson Road from W. 12th Street to W. 8th Street. This will connect the existing trail on W. 12th Street to the sidewalk on W. 8th Street and Hudson Road.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way	16,000						16,000
Utility Relocation							-
Construction		56,000					56,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	16,000	56,000	-	-	-	-	72,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	16,000	20,000					36,000
Private Contribution		36,000					36,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	16,000	56,000	-	-	-	-	72,000

Funding Source:	Project Schedule	Start	Finish
GO	Design	FY20	FY21
PRIV	Land/Right of Way		
	Utility Relocation		
	Construction	FY21	FY21
	Other:		
Total	Total Project	FY20	FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Lake Street Trail

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



Operations and Maintenance Impact on Budget:

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

Long-Term:
The recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			350,000				350,000
Construction Inspection			45,000				45,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	395,000	-	-	-	395,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond			79,000				79,000
Federal or State Funding			316,000				316,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	395,000	-	-	-	395,000
Funding Source:			Project Schedule	Start		Finish	
GO	79,000		Design	FY22		FY22	
F/S	316,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY22		FY22	
			Other:				
Total	\$395,000		Total Project	FY22		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:
Public Works

Division:
Engineering

Project Description:

Sidewalks/Trails: Lloyd Lane Sidewalk Infill

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



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					30,000		30,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	30,000	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					30,000		30,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	30,000	-	30,000

Funding Source:

GO	30,000
Total	\$30,000

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

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

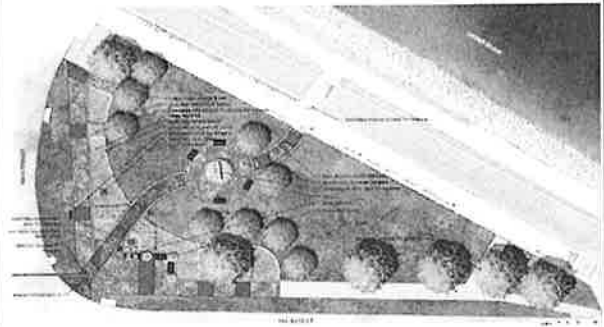
Division:
Engineering

Project Number:
PI - 039 - 3208

Project Description:
Sidewalks/Trails: Peter Melendy Park Renovation

This projects involves replacement and improvement to the sidewalk and landscaping associated with Peter Melendy Park. New pavers, benches, bike racks, and landscaping will update this park with increased functionality and appearance.

Attach Map:



Operations and Maintenance Impact on Budget:

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

Long-Term:
This park will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	30,000						30,000
Land/Right of Way							-
Utility Relocation							-
Construction	270,000						270,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	300,000	-	-	-	-	-	300,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing	300,000						300,000
							-
							-
							-
							-
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							-
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							-
							-
							-
							-
Total Source	300,000	-	-	-	-	-	300,000

Funding Source:		Project Schedule		Start	Finish
TIF-DT	300,000	Design		FY20	FY20
		Land/Right of Way			
		Utility Relocation			
		Construction		FY20	FY20
		Other:			
Total	\$300,000	Total Project		FY20	FY20

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

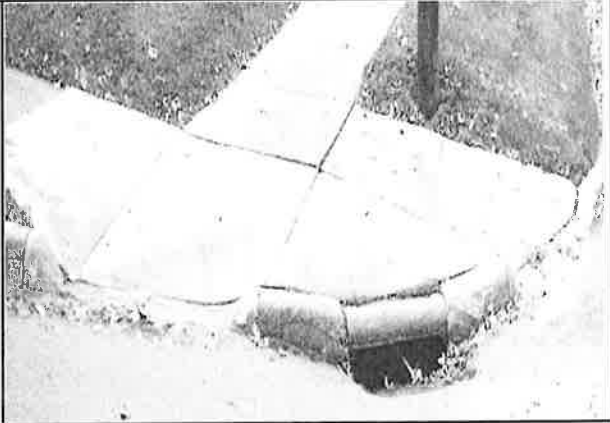
Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: Reconstruction Program

This is a multi-year program which addresses public sidewalk ADA compliant public sidewalks and completes gaps in the sidewalk system. This replaces deficient public sidewalks and reduces public liability.



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The sidewalk will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	75,000	75,000	75,000	75,000	75,000	75,000	450,000
							-
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							-
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							-
							-
							-
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							-
							-
							-
							-
Total Source	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Funding Source:		Project Schedule		Start		Finish	
GO	450,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	\$450,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Engineering

Project Description:

Sidewalks/Trails: Rownd Street Sidewalk Infill

This project would construct sidewalk on the west side of Rownd Street from Hawthorne Drive to Sunnyside Drive. This project would allow the students walking to school north of Hawthorne Drive to cross the street at the pedestrian traffic signal. New pedestrian crossing signals will also be added to this project.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		40,000					40,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	40,000	-	-	-	-	40,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond		40,000					40,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	40,000	-	-	-	-	40,000
Funding Source:			Project Schedule	Start	Finish		
GO	40,000		Design	FY21	FY21		
			Land/Right of Way				
			Utility Relocation				
			Construction	FY21	FY21		
			Other:				
Total	\$40,000		Total Project	FY21	FY21		

City of Cedar Falls Capital Improvement Program

CIP Number: ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: Trail Oversizing

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



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	20,000	20,000	20,000	20,000	20,000	20,000	120,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	20,000	20,000	20,000	20,000	20,000	20,000	120,000

Funding Source:

GO 120,000

Project Schedule

Start

Finish

Design		
Land/Right of Way		
Utility Relocation		
Construction	Annual	Annual
Other:		

Total \$120,000

Total Project

Annual

Annual

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

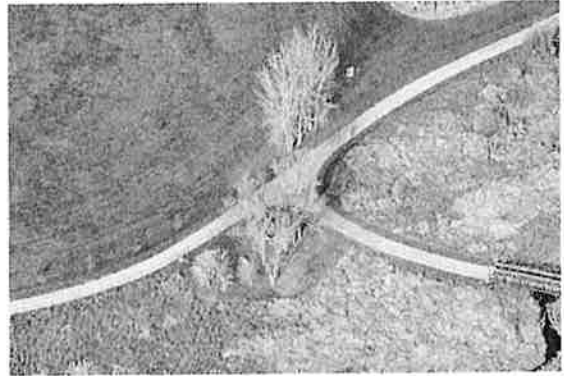
Engineering

Project Description:

Sidewalks/Trails: Trail Reconstruction

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

Trails will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Hotel/Motel Tax Receipts-	50,000	50,000	50,000	50,000	50,000	50,000	300,000
							-
							-
							-
							-
							-
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							-
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							-
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Funding Source: H/M-TR	300,000	Project Schedule		Start		Finish	
		Design		Annual		Annual	
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$300,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Engineering

Project Description:

Sidewalks/Trails: Union Road Trail Phase II

Union Road Trail Project will install a 10 feet wide trail along Union Road from West 12th Street to West 27th Street.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	43,000						43,000
Land/Right of Way							-
Utility Relocation							-
Construction		530,000					530,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	43,000	530,000	-	-	-	-	573,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	43,000	230,000					273,000
Federal or State Funding		300,000					300,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	43,000	530,000	-	-	-	-	573,000
Funding Source:			Project Schedule		Start		Finish
GO	273,000		Design		FY20		FY20
F/S	300,000		Land/Right of Way				
			Utility Relocation				
			Construction		FY21		FY21
			Other:				
Total	\$573,000		Total Project		FY20		FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

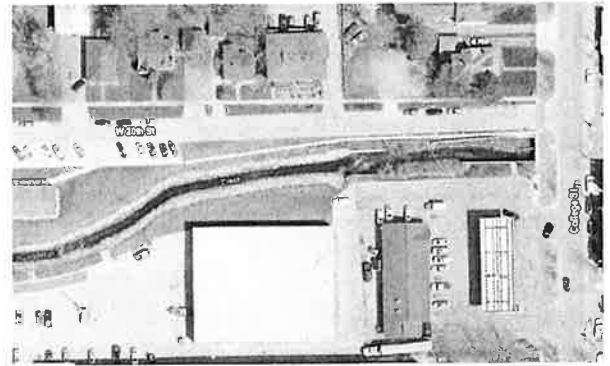
Project Number:

Project Description:

Sidewalks/Trails: W. 20th Street Sidewalk Infill

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction	20,000						20,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	20,000	-	-	-	-	-	20,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
General Obligation Bond	20,000	-					20,000	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
							-	
Total Source	20,000	-	-	-	-	-	20,000	
Funding Source: GO	20,000	Project Schedule		Start	Finish			
		Design		FY20	FY20			
		Land/Right of Way						
		Utility Relocation						
		Construction			FY20	FY20		
		Other:						
Total	\$20,000		Total Project	FY20	FY20			

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering
Project Number:

Project Description:
Storm Water: Cedar Heights Storm Sewer
This project would construct a storm sewer from Rainbow Drive to a point 550 feet south. This project would be completed with the Cedar Heights reconstruction in the annual pavement management program.



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

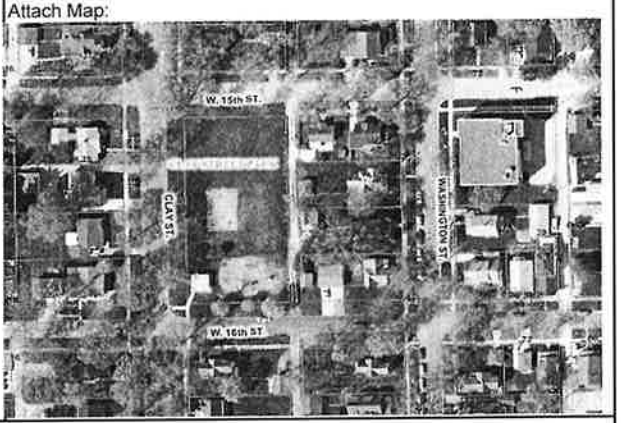
Long-Term:
The acquired lot will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	117,000						117,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	117,000	-	-	-	-	-	117,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Bond	117,000						117,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	117,000	-	-	-	-	-	117,000

Funding Source:	Project Schedule	Start	Finish
STB	Design	FY19	FY20
	Land/Right of Way	FY19	FY20
	Utility Relocation		
	Construction	FY20	FY20
	Other:		
Total	Total Project	FY19	FY20

Department: Public Works Division: Engineering
 Project Number:

Project Description:
Storm Water: Clay Street Park Drainage
 This project will provide an over-land route and/or drainage improvements from the Clay Street Park to Washington. The City will be receiving a REAP grant for this project.



Operations and Maintenance Impact on Budget:
Current:
 This will impact the debt service levy since bond funding is being used.
Long-Term:
 The acquired lot will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	80,000						80,000
Land/Right of Way							-
Utility Relocation							-
Construction	193,000						193,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	273,000	-	-	-	-	-	273,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Bond	123,000						123,000
Federal or State Funding	150,000						150,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	273,000	-	-	-	-	-	273,000
Funding Source:			Project Schedule		Start		Finish
STB	123,000		Design		FY20		FY20
F/S	150,000		Land/Right of Way				
			Utility Relocation				
			Construction		FY20		FY20
			Other:				
Total	\$273,000		Total Project		FY20		FY20

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Comprehensive Watershed Assessment
This project would complete our NPDES Permit required complete watershed assessment for all of the watersheds within the city limits. Currently the Dry Run Creek, Brandilynn, Green Creek, and Cedar River North watersheds have been assessed. To complete the assessment the proposed watersheds would be completed in the following order: FY16 Birdsall, FY17 Cedar River South, FY18 Cedarloo/Hartman, FY20 Ace Place and FY20 Black Hawk Creek.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since the storm water fund is being used.
Long-Term:
This will not impact the debt service levy.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	55,000						55,000
Total Costs	55,000	-	-	-	-	-	55,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund	55,000						55,000
							-
							-
							-
							-
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							-
							-
							-
Total Source	55,000	-	-	-	-	-	55,000

Funding Source:	Project Schedule	Start	Finish
STW	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY12	FY20
Total	Total Project	FY12	FY20

City of Cedar Falls Capital Improvement Program

CIP Number: ITEM 2.

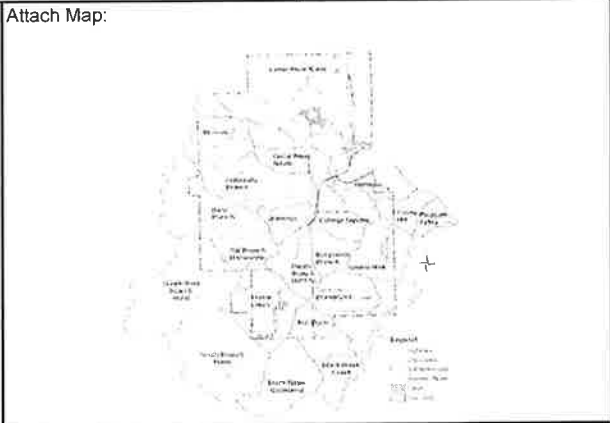
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Drainage Studies

This project analyzes drainage patterns and issues subwatersheds within Cedar Falls. The study would identify improvements needed that can then be done in conjunction with the Annual Pavement Management Program or as separate projects, as appropriate.



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

Long-Term:
The erosion protection will be maintained by Municipal Operations and Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		75,000		75,000		75,000	225,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	75,000	-	75,000	-	75,000	225,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund		75,000		75,000		75,000	225,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	75,000	-	75,000	-	75,000	225,000
Funding Source:			Project Schedule	Start		Finish	
STW	225,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	Biennial		Biennial	
Total	\$225,000		Total Project	Biennial		Biennial	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Storm Water: Erosion Repair Project

 This project will repair drainage areas on public property or in drainage easements. The project will stabilize the drainage area and prevent future erosion.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since the storm water fund is being used.

 Long-Term:
 The channel will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000		25,000		25,000		75,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	-	25,000	-	25,000	-	75,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund	25,000		25,000		25,000		75,000
							-
							-
							-
							-
							-
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							-
							-
Total Source	25,000	-	25,000	-	25,000	-	75,000
Funding Source: STW	75,000	Project Schedule		Start		Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			Biennial		Biennial
Total	\$75,000	Total Project		Biennial		Biennial	

City of Cedar Falls Capital Improvement Program

CIP Number: 11

ITEM 2.

Department:

Public Works

Division:

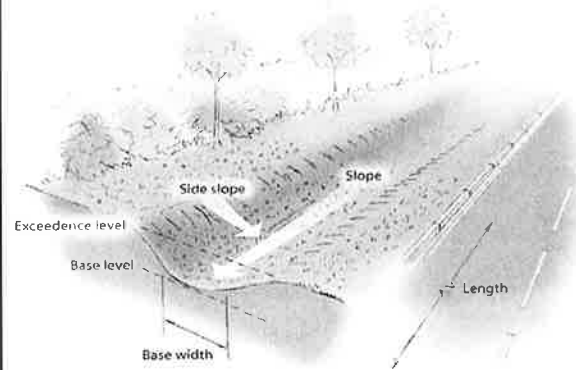
Engineering

Project Number:

Project Description:

Storm Water: Greenhill Road Ext. Bioretention Swales/Cells

This project will create bioretention swales and cells in commercial areas along the Greenhill Road extension to treat storm water runoff, improving water quality in receiving streams and alleviate storm water runoff problems. Funding will be from the Storm Water Fund and grants from State Funds.



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the storm water and state funds are being used.

Long-Term:

The bioretention swales will be maintained by Community Development.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			100,000				100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	100,000	-	-	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding			75,000				75,000
Storm Water Fund			25,000				25,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	100,000	-	-	-	100,000
Funding Source:		Project Schedule		Start		Finish	
F/S	75,000	Design					
STW	25,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$100,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number: 11

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Storm Water: Permeable Alley Program

This project will create 3 permeable alleys per year in residential and commercial areas to treat storm water runoff, improving water quality in receiving streams and alleviate storm water runoff problems. Funding will be from the Road Use Tax and Storm Water Funds.



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The alleys will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	260,000	260,000	260,000	260,000	260,000	260,000	1,560,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	260,000	260,000	260,000	260,000	260,000	260,000	1,560,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund		85,000	85,000	85,000	85,000	85,000	425,000
Street Construction Fund	175,000	175,000	175,000	175,000	175,000	175,000	1,050,000
Storm Water Bond	85,000						85,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	260,000	260,000	260,000	260,000	260,000	260,000	1,560,000

Funding Source:		Project Schedule		Start	Finish
SCF	1,050,000	Design			
STW	425,000	Land/Right of Way			
STB	85,000	Utility Relocation			
		Construction	Annual	Annual	
		Other:			
Total	\$1,560,000	Total Project	Annual	Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Storm Water: Slope Repair

This project will repair portions of the steep slopes that have failed. It would include but not limited to Mandalay Drive & West Ridgewood.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since Storm Water Fund is being used.

Long-Term:

The erosion protection will be maintained by Municipal Operations Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	65,000						65,000
Land/Right of Way							-
Utility Relocation							-
Construction		220,000					220,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	65,000	220,000	-	-	-	-	285,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	65,000	220,000					285,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	65,000	220,000	-	-	-	-	285,000

Funding Source:		Project Schedule		Start	Finish
GO	285,000	Design		FY20	FY20
		Land/Right of Way			
		Utility Relocation			
		Construction		FY21	FY21
		Other:			
Total	\$285,000	Total Project		FY20	FY21

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

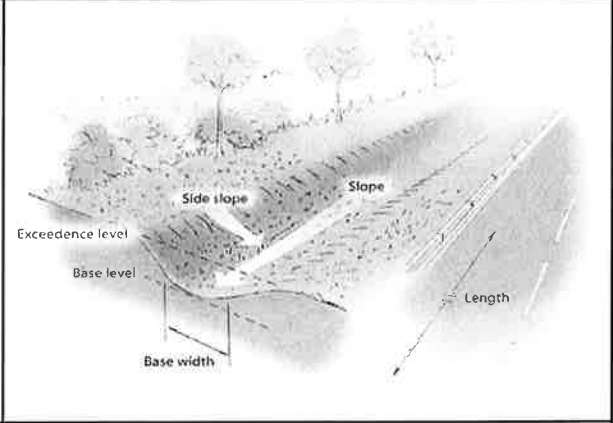
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: University Avenue Bioretention Swales/Cells

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



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

Long-Term:
The bioretention swales will be maintained by Community Development.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	20,000						20,000
Land/Right of Way							-
Utility Relocation							-
Construction	100,000						100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	120,000	-	-	-	-	-	120,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund	45,000						45,000
Federal or State Funding	75,000						75,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	120,000	-	-	-	-	-	120,000
Funding Source:	Project Schedule			Start	Finish		
F/S	75,000	Design					
STW	45,000	Land/Right of Way					
		Utility Relocation					
		Construction			Annual	Annual	
		Other:					
Total	\$120,000	Total Project			Annual	Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

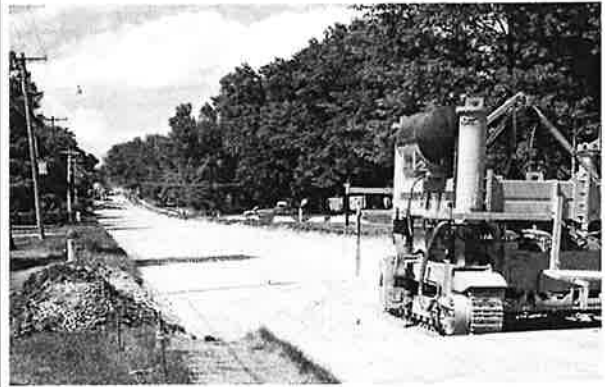
Engineering

Project Number:

Project Description:

Streets: Annual Street Repair Program (Resurfacing and Reconstruction)

The Street Repair Program is financed by the local option sales tax revenues. The program is cash flowed annually by local option sales tax revenues. This project will repair or reconstruct city streets. This project will include paving City alleys with the road use tax as part of the pavement management plan. Sewer funds will be used for sewer replacements and repairs as part of the project. Funding in FY22 - FY23 is reduced due to the Main Street Reconstruction Project occurring in those years.



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since local option sales tax and road use tax funds are being used.

Long-Term:

The additional initiatives will be funded through bond proceeds, therefore having an effect on property tax rates.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Sewer Utilities	350,000	250,000	150,000	150,000	150,000	150,000	1,200,000
Construction	3,410,000	3,060,000	3,210,000	2,960,000	3,560,000	3,260,000	19,460,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	3,760,000	3,310,000	3,360,000	3,110,000	3,710,000	3,410,000	20,660,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax	3,250,000	2,900,000	2,950,000	2,700,000	3,300,000	3,000,000	18,100,000
Street Construction Fund	100,000	100,000	200,000	200,000	200,000	200,000	1,000,000
Sanitary Sewer Rental Fun	350,000	250,000	150,000	150,000	150,000	150,000	1,200,000
General Obligation Bond	60,000	60,000	60,000	60,000	60,000	60,000	360,000
							-
							-
							-
							-
							-
							-
							-
Total Source	3,760,000	3,310,000	3,360,000	3,110,000	3,710,000	3,410,000	20,660,000
Funding Source:		Project Schedule		Start		Finish	
LST	18,100,000	Design					
SCF	1,000,000	Land/Right of Way					
SRF	1,200,000	Utility Relocation					
GO	360,000	Construction		Annual		Annual	
		Other:					
Total	20,660,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

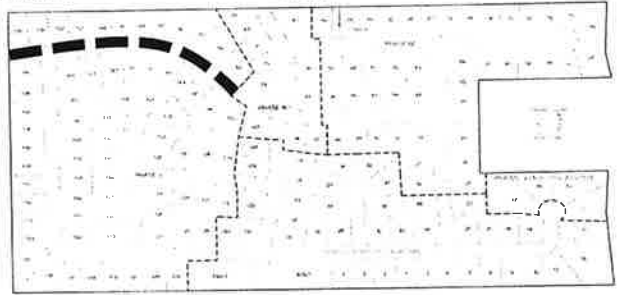
Project Number:

Project Description:

Streets: Ashworth Dr. in Prairie Winds Subdivision

Completing this segment of street would provide more direct connection to Aldrich Elementary School from the Prairie Winds, Prairie West, and West Village developments. The remaining segment of street is approximately 1,000 linear feet.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be a special assessment and therefore property taxes will be levied specifically to those properties.

Long-Term:

Ashworth will be maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		131,250					131,250
Land/Right of Way							-
Utility Relocation							-
Construction			875,000				875,000
Landscaping							-
Equipment & Furnish							-
Other			175,000				175,000
Total Costs	-	131,250	1,050,000	-	-	-	1,181,250
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Special Assessment		131,250	1,050,000				1,181,250
							-
							-
Total Source	-	131,250	1,050,000	-	-	-	1,181,250

Funding Source:

SA 1,181,250

Project Schedule

Start

Finish

Design	FY21	FY21	
Land/Right of Way			
Utility Relocation			
Construction	FY22	FY22	
Other:	FY22	FY22	
Total Project	FY21	FY22	

Total \$1,181,250

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

new

Department:

Public Works

Division:

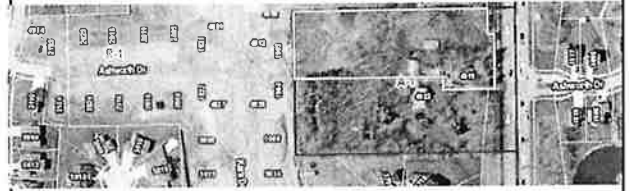
Engineering

Project Description:

Streets: Extension of Ashworth Drive to Hudson Road

Acquisition of property to provide the final link between Prairie Winds subdivision and Hudson Road through the David Nicol's property, with construction in a subsequent year.

Attach Map:



Operations and Maintenance Impact on Budget: Staff time to acquire, design, and manage construction of the roadway. Will impact budget.

Current:

Staff time to acquire, design, and manage construction of the roadway segment. The City will front the project with Capital Projects funds and then recover the cost by selling property for lot development.

Long-Term:

Ashworth Drive is an important east-west street connection that provides access to Aldrich Elementary School and its connection to Hudson will provide an alternative route to Erik Road, which will help to distribute the traffic and ease congestion.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		65,000					65,000
Land/Right of Way		200,000					200,000
Utility Relocation							-
Construction			430,000				430,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	265,000	430,000	-	-	-	695,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects		265,000	430,000				695,000
Cedar Falls Utilities							-
							-
							-
							-
Total Source	-	265,000	430,000	-	-	-	695,000

Funding Source:		Project Schedule	Start	Finish
CP	695,000	Design	FY21	FY21
		Land/Right of Way	FY21	FY21
		Utility Relocation		
		Construction	FY22	FY22
		Other:		
Total	\$695,000	Total Project	FY21	FY22

City of Cedar Falls Capital Improvement Program

CIP Number: 12 **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Cedar Heights Drive Reconstruction

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



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	485,000	25,000					510,000
Land/Right of Way	250,000						250,000
Utility Relocation	200,000						200,000
Construction		2,425,000	3,550,000				5,975,000
Construction Inspection							-
Equipment & Furnish							-
Other							-
Total Costs	935,000	2,450,000	3,550,000	-	-	-	6,935,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	735,000		240,000				975,000
Federal or State Funding		1,535,000	1,365,000				2,900,000
Local Sales Tax		228,000	985,000				1,213,000
Cedar Falls Utilities	200,000						200,000
Street Construction Fund		687,000	960,000				1,647,000
							-
							-
							-
							-
							-
							-
							-
Total Source	935,000	2,450,000	3,550,000	-	-	-	6,935,000
Funding Source:	Project Schedule			Start	Finish		
GO	975,000	Design		FY20	FY20		
F/S	2,900,000	Land/Right of Way		FY20	FY20		
LST	1,213,000	Utility Relocation					
CFU	200,000	Construction		FY21	FY22		
SCF	1,647,000	Other:					
Total	6,935,000	Total Project		FY20	FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

MC - 000 - 3106

Project Description:

Streets: Center Street Improvements

This project will focus on streetscape improvements that may include constructing shoulder improvements, intersection improvements at Center Street & Cottage Row Rd, gap sidewalk on east side of Center Street, decorative lighting, pavers, bioswales and drainage improvements.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since bond proceeds are being used. Road use tax, gaming grants, and flood reserve funds are also being used.

Long-Term:

The street and recreation trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	230,000						230,000
Land/Right of Way							-
Utility Relocation							-
Construction		750,000	250,000				1,000,000
Landscaping			125,000				125,000
Equipment & Furnish							-
Other							-
Total Costs	230,000	750,000	375,000	-	-	-	1,355,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	130,000						130,000
Federal/State Funding							-
Road Use Tax		175,000					175,000
Emergency Reserve	100,000	25,000	375,000				500,000
Storm Water Fund							-
CFU		250,000					250,000
Black Hawk Cnty Gaming		300,000					300,000
							-
							-
Total Source	230,000	750,000	375,000	-	-	-	1,355,000
Funding Source:			Project Schedule	Start	Finish		
GO	130,000		Design	FY19	FY20		
BHCG	300,000		Land/Right of Way				
SCF	175,000		Utility Relocation				
ER	500,000		Construction	FY21	FY22		
STW	-		Other:				
CFU	250,000						
	-						
Total	1,355,000		Total Project	FY19	FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

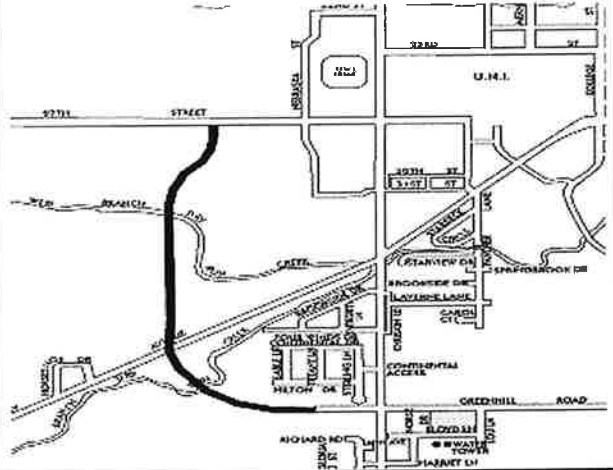
Division:
Engineering

Project Number:
RC - 000 - 1824

Project Description:

Streets: Greenhill Road Extension (Hudson Road to 27th Street)

The project provides for the future extension of Greenhill Road from Hudson Road west and north to intersect with University Avenue and West 27th Street. This will provide an alternate access to and from the UNI west campus area and will help alleviate traffic congestion and provide an alternative exit route after events at the UNI Dome and McLeod Center. This project will connect the existing recreational trail on University Ave to Greenhill Road trail and sidewalk along the south side of 27th Street from Nebraska Street westerly to the new apartment complex.



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The public improvements will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	85,000						85,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	85,000	-	-	-	-	-	85,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond	85,000						85,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	85,000	-	-	-	-	-	85,000
Funding Source:	Project Schedule		Start		Finish		
GO	85,000	Design	FY10		FY17		
		Land/Right of Way	FY14		FY17		
		Utility Relocation	FY17		FY17		
		Construction	FY17		FY20		
		Other:					
Total	\$85,000	Total Project	FY10		FY20		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Engineering

Project Description:

Streets: Greenhill Road & Hudson Intersection Improvements

This project will complete intersection improvements for Greenhill Road at Ashworth Drive and Algonquin Drive and Hudson Road and Continental Access for the future development of 50 acres. This relates to the new proposed hospital project.



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy, since private funding will be used.

Long-Term:

The public improvements will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	50,000						50,000
Land/Right of Way							-
Utility Relocation							-
Construction		500,000					500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	500,000	-	-	-	-	550,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Private Contribution	50,000	500,000					550,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	500,000	-	-	-	-	550,000

Funding Source:	550,000	Project Schedule	Start	Finish
PRIV		Design	FY20	FY20
		Land/Right of Way		
		Utility Relocation		
		Construction	FY21	FY21
		Other:		
Total	\$550,000	Total Project	FY20	FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Greenhill Road & South Main Street Intersection

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



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The intersection will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		250,000					250,000
Land/Right of Way		40,000					40,000
Utility Relocation		200,000	280,000				480,000
Construction			1,250,000	855,000			2,105,000
Landscaping(sound wall)			200,000	400,000			600,000
Construction Inspection			200,000	200,000			400,000
Other							-
Total Costs	-	490,000	1,930,000	1,455,000	-	-	3,875,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond		290,000	298,000	750,000			1,338,000
Local Sales Tax			665,000	555,000			1,220,000
Cedar Falls Utilities		200,000	280,000				480,000
Street Construction Fund			687,000	150,000			837,000
							-
							-
							-
							-
							-
							-
Total Source	-	490,000	1,930,000	1,455,000	-	-	3,875,000
Funding Source:	Project Schedule		Start		Finish		
GO	1,338,000	Design		FY20		FY20	
LST	1,220,000	Land/Right of Way		FY20		FY20	
CFU	480,000	Utility Relocation					
SCF	837,000	Construction		FY21		FY22	
		Other:					
Total	\$3,875,000	Total Project		FY20		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

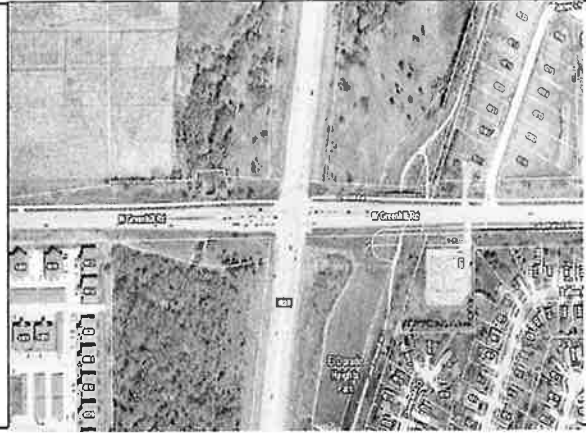
Engineering

Project Number:

Project Description:

Streets: Highway 58 & Greenhill Road Intersection

This project will install a grade separated interchange at the Highway 58 and Greenhill Road Intersection.



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.

Long-Term:

Greenhill Road will be maintained by the Municipal Operates & Programs Division.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						36,000,000	36,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	36,000,000	36,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -						4,000,000	4,000,000
Federal or State Funding						32,000,000	32,000,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	36,000,000	36,000,000
Funding Source:				Project Schedule	Start	Finish	
TIF-UN	4,000,000			Design			
F/S	32,000,000			Land/Right of Way			
				Utility Relocation			
				Construction	FY25	FY25	
				Other:			
Total	\$36,000,000			Total Project			

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

SY - 000 - 3009

Project Description:

Streets: Hwy 58 and Viking Road Interchange Improvements

This project will install an interchange at the Highway 58 and Viking Road intersection and study the Hwy 58 corridor. Additional funding included for pedestrian accommodations.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the UnifiedTIF district and TIF revenues will be used to repay the expense.

Long-Term:

Viking Road will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	10,713,970	10,713,970					21,427,940
Landscaping							-
Equipment & Furnish							-
Other Amenities							-
Total Costs	10,713,970	10,713,970	-	-	-	-	21,427,940
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding	6,965,640	6,965,640					13,931,280
Tax Increment Financing	3,748,330	3,748,330					7,496,660
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	10,713,970	10,713,970	-	-	-	-	21,427,940

Funding Source:	Amount	Project Schedule	Start	Finish
F/S	13,931,280	Design	FY13	FY18
TIF-UN	7,496,660	Land/Right of Way		
		Utility Relocation		
		Construction	FY18	FY21
		Other:		
Total	\$21,427,940	Total Project	FY13	FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Main Street Alley

This project will reconstruct the alley between E. 1st Street and E. 2nd Street east of Main Street. This will be done to compliment the 100 Block Parking Lot project completed in 2017 by private development.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

This alley will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	325,000						325,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	325,000	-	-	-	-	-	325,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -	280,000						280,000
Black Hawk County Gaming	45,000						45,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	325,000	-	-	-	-	-	325,000
Funding Source:		Project Schedule		Start	Finish		
TIF-DT	280,000	Design		FY18	FY19		
BHCG	45,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY20		
		Other:					
Total	\$325,000	Total Project		FY18	FY20		

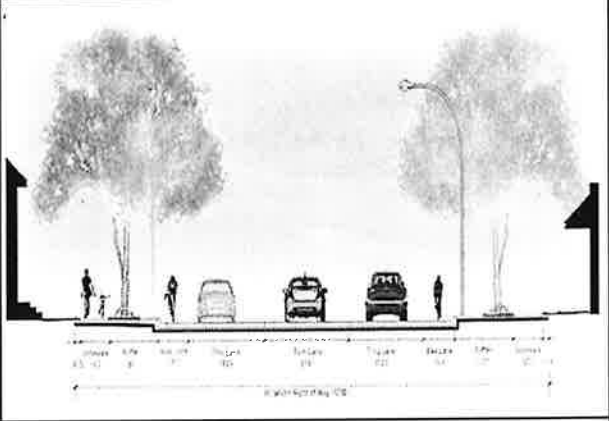
City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department: **Public Works** Division: **Engineering**

Project Number:

Project Description:
Streets: Main Street Reconstruction
 This project includes design and reconstruction of Main Street from 6th Street south to Seerley Boulevard. It is a significant local roadway and corridor. Analysis of opportunities for improved intersection operations, vehicular/pedestrian/bicyclist safety, and Complete Streets elements are involved. Depending upon the final design, right-of-way acquisition may be necessary.



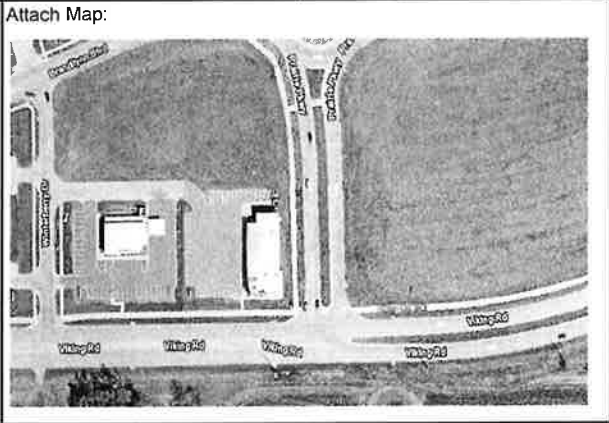
Operations and Maintenance Impact on Budget:
 Current:
 The project will primarily utilize Local Option Sales Tax to implement. However, initial components of design and right-of-way acquisition (if necessary) will require use of General Obligation Bonds which will impact the debt service levy.
 Long-Term: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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			450,000	150,000			600,000
Land/Right of Way			250,000				250,000
Utility Relocation							-
Construction				3,150,000	2,000,000	2,135,000	7,285,000
Landscaping				50,000	50,000	65,000	165,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	700,000	3,350,000	2,050,000	2,200,000	8,300,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond			500,000		500,000	650,000	1,650,000
Federal or State Funding				1,500,000			1,500,000
Local Sales Tax				1,163,000	1,400,000	1,400,000	3,963,000
Street Construction Fund			200,000	687,000			887,000
Storm Water Fund					150,000	150,000	300,000
							-
							-
							-
							-
Total Source	-	-	700,000	3,350,000	2,050,000	2,200,000	8,300,000
Funding Source:	Project Schedule			Start	Finish		
GO	1,650,000			Design	FY21	FY21	
F/S	1,500,000			Land/Right of Way			
LST	3,963,000			Utility Relocation			
SCF	887,000			Construction	FY22	FY24	
STW	300,000			Other:			
Total	\$8,300,000			Total Project	FY21	FY24	

City of Cedar Falls Capital Improvement Program	CIP Number:	ITEM 2.
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Department: Public Works	Division: Engineering	Project Number: TS-232-3120
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Project Description:
Streets: Prairie Parkway & Viking Road Traffic Signal
 This project will construct improvements at the intersection of Prairie Parkway & Viking Road. It also includes extending a median west through Winterbury Drive, along Viking Road, for corridor functionality and safety.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since local option tax and road use tax will be used.

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			135,000				135,000
Land/Right of Way			75,000				75,000
Utility Relocation							-
Construction				1,250,000			1,250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	210,000	1,250,000	-	-	1,460,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax				125,000			125,000
Street Construction Fund			142,500	250,000			392,500
Tax Increment Financing -			67,500	875,000			942,500
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	210,000	1,250,000	-	-	1,460,000

Funding Source:		Project Schedule	Start	Finish
LST	125,000	Design	FY22	FY23
SCF	392,500	Land/Right of Way		
TIF-PP	942,500	Utility Relocation		
		Construction	FY23	FY23
		Other:		
Total	\$1,460,000	Total Project	FY22	FY23

City of Cedar Falls Capital Improvement Program

CIP Number: 13 ITEM 2.

Department: Public Works Division: Engineering

Project Number:

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



Operations and Maintenance Impact on Budget:
 Current:

This will be certified in the South Cedar Falls TIF district revenues will be used to repay the expense.

Long-Term:
 The street will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		300,000					300,000
Land/Right of Way							-
Utility Relocation							-
Construction	1,900,000		1,650,000	1,150,000			4,700,000
Construction Inspection			115,000	115,000			230,000
Equipment & Furnish							-
Landscaping							-
Total Costs	1,900,000	300,000	1,765,000	1,265,000	-	-	5,230,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing		300,000	1,965,000	1,265,000			3,530,000
Private Contribution	1,700,000						1,700,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	1,700,000	300,000	1,965,000	1,265,000	-	-	5,230,000

Funding Source:		Project Schedule		Start	Finish
TIF-SCF	3,530,000	Design		FY19	FY20
PRIV	1,700,000	Land/Right of Way		FY20	FY20
		Utility Relocation			
		Construction		FY21	FY23
		Other:			
Total	5,230,000	Total Project		FY19	FY23

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

 Department:
 Public Works

 Division:
 Engineering

Project Description:

Streets: Seal Coat Program

Annual program to seal coat streets in accordance with the Pavement Management Plan. It is financed with Local Option Sales Tax funds.


Operations and Maintenance Impact on Budget:
Current:

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

Long-Term:

The streets will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000

Funding Source:

LST

600,000

Project Schedule
Start
Finish

Design

Land/Right of Way

Utility Relocation

Construction

Other:

Annual

Annual

Total

\$600,000

Total Project

Annual

Annual

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Signalization of Hudson Road/Ridgeway Intersection

This project will include the design/installation of traffic signals at the intersection of Hudson Road/Ridgeway Avenue to accommodate continued growth in this area of the City.



Operations and Maintenance Impact on Budget:

Current:

The cost would be from TIF revenues and will impact the debt service levy since TIF funding is being used. The City would be responsible for ongoing signal maintenance and repair.

Long-Term:

The City would be responsible for ongoing signal maintenance and repair.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			30,000				30,000
Land/Right of Way							-
Utility Relocation							-
Construction			\$300,000				300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	330,000	-	-	-	330,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -			330,000				330,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	330,000	-	-	-	330,000
Funding Source:			Project Schedule		Start		Finish
TIF-SCF	330,000		Design		FY22		FY22
			Land/Right of Way				
			Utility Relocation				
			Construction		FY22		FY22
			Other:				
Total	\$330,000		Total Project		FY22		FY22

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Traffic Planning
Perform subarea and corridor transportation plans, including analyses to define traffic forecasts, functional geometry, access management, traffic control for roadway improvements and Complete Streets elements needed for the community. Consultant would work with City staff. Initial projects may include 27th Street/West subarea and Greenhill Road.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction	75,000	75,000	75,000	75,000	75,000	75,000	450,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	75,000	75,000	75,000	75,000	75,000	75,000	450,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Street Construction Fund	75,000	75,000	75,000	75,000	75,000	75,000	450,000	
							-	
							-	
							-	
							-	
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							-	
Total Source	75,000	75,000	75,000	75,000	75,000	75,000	450,000	
Funding Source: SCF	450,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction				Annual		Annual
		Other:						
Total	\$450,000	Total Project		Annual		Annual		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Union Road Phase I: From 27th to University

This project will include the reconstruction of Union Road from University Ave to 27th Street. Updating this roadway to an urban cross section will include curb & gutter, storm sewer and sanitary sewer.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the Street Construction Fund is being used.

Long-Term:

The roadway will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					475,000		475,000
Land/Right of Way							-
Utility Relocation							-
Construction					687,000	2,878,000	3,565,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,162,000	2,878,000	4,040,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Street Construction Fund					687,000	1,618,000	2,305,000
Local Sales Tax						250,000	250,000
General Obligation Bond					475,000		475,000
Federal or State Funding						1,010,000	1,010,000
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	1,162,000	2,878,000	4,040,000
Funding Source:		Project Schedule		Start		Finish	
SCF	2,305,000	Design		FY24		FY24	
LST	250,000	Land/Right of Way					
GO	475,000	Utility Relocation					
F/S	1,010,000	Construction		FY24		FY25	
		Other:					
Total	\$4,040,000	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: 138

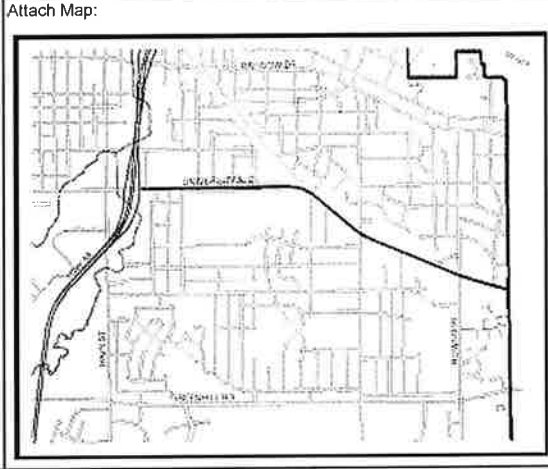
ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: University Ave (Waterloo Connection)
The remaining portion of the project includes intersection improvements at Midway Blvd., the connection to City of Waterloo and the improvements being undertaken to reconstruct the roadway.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since other funding is being used.
Long-Term:
The street will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction (& amenities)		253,000					253,000
Landscaping							-
Equipment & Furnish							-
Other		2,000					2,000
Total Costs	-	255,000	-	-	-	-	255,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
University Avenue Transfe							-
Federal or State Funding							-
Local Sales Tax		255,000					255,000
Sewer Revenue Bond - 5							-
Storm Water Fund							-
Cedar Falls Utilities							-
Tax Increment Financing -							-
Street Construction Fund							-
Hotel/Motel Tax Receipts							-
							-
							-
Total Source	-	255,000	-	-	-	-	255,000
Funding Source:	Project Schedule		Start	Finish			
UA-TJ	-	Design	FY15	FY18			
F/S	-	Land/Right of Way					
LST	255,000	Utility Relocation					
SRB-5	-	Construction	FY15	FY21			
STW	-	Other:					
CFU	-						
TIF-UN	-						
SCF	-						
H/M	-						
BHGC	-						
Total	\$255,000	Total Project	FY15	FY21			

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

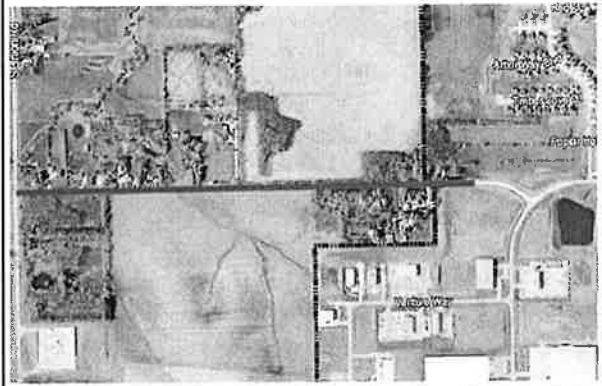
Engineering

Project Description:

Streets: Viking Road Reconstruction & Sidewalk Infill

This project will include the reconstruction of West Viking Road from South Union Road to approximately 600 feet from the intersection at Production Drive. Updating this roadway to an urban cross section will include curb & gutter and storm sewer. Sidewalk will be infilled to the edge of the current lots.

Attach Map:



Operations and Maintenance Impact on Budget:

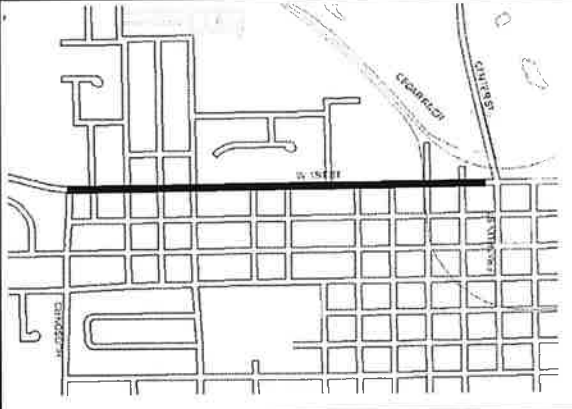
Current:

This will not impact the debt service levy since the Street Construction Fund is being used.

Long-Term:

The roadway will be maintained by the Municipal Operations & Programs. The sidewalk will be maintained by the Municipal Operations & Programs until the adjacent property is developed.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	100,000	150,000					250,000
Land/Right of Way							-
Utility Relocation							-
Construction			3,100,000				3,100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	150,000	3,100,000	-	-	-	3,350,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing -	100,000	150,000	3,100,000				3,350,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	150,000	3,100,000	-	-	-	3,350,000
Funding Source:	Project Schedule		Start		Finish		
TIF-UN	3,350,000	Design		FY20		FY22	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$3,350,000	Total Project		FY20		FY22	

City of Cedar Falls Capital Improvement Program				CIP Number: 140			
Department: Public Works		Division: Engineering		Project Number: RC - 000 - 3118			
Project Description: Streets: West 1st Street Reconstruction This project will reconstruct West 1st Street from Hudson Road to Franklin Street. This section of Roadway is under IDOT jurisdiction, however, the City may have additional costs if this project is not on the IDOT's priority list. Reconstructing the Curb & Gutter, Intakes, and public utilities will be needed. City local option sales tax funding will be used for the street portion of this project. DOT funding will be used for other aspects of the project. GO 2020 in FY 20 is for the street lighting costs.							
Operations and Maintenance Impact on Budget: Current: This will impact the sewer fund since the sewer revenue bond is being used. This will also impact the debt service levy since bond proceeds are also being used. Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	90,000						90,000
Land/Right of Way							-
Utility Design/Relocation	829,500	829,500					1,659,000
Construction	2,677,625	2,677,625	6,898,250				12,253,500
Construction Engineering	226,653	226,653	453,305				906,611
Equipment & Furnish							-
Other							-
Total Costs	3,823,778	3,733,778	7,351,555	-	-	-	14,909,111
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Federal or State Funding	2,904,278	2,904,278					5,808,556
Local Sales Tax			5,283,250				5,283,250
Sewer Revenue Bond - 6			1,565,000				1,565,000
Cedar Falls Utilities	829,500	829,500					1,659,000
General Obligation Bond	90,000		150,000				240,000
Street Construction Fund			353,305				353,305
							-
							-
							-
							-
							-
Total Source	3,823,778	3,733,778	7,351,555	-	-	-	14,909,111
Funding Source:		Project Schedule		Start		Finish	
F/S	5,808,556	Design		FY10		FY17	
LST	5,283,250	Land/Right of Way		FY18		FY19	
SRB-6	1,565,000	Utility Relocation		FY18		FY19	
CFU	1,659,000	Construction		FY19		FY20	
GO	240,000	Other:					
SCF	353,305						
Total	\$14,909,111	Total Project		FY10		FY20	

City of Cedar Falls Capital Improvement Program	CIP Number: 14	ITEM 2.
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Streets: W. 12th Street Extension

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



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

Long-Term:
The street will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		500,000					500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	500,000	-	-	-	-	500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Private Contribution		500,000					500,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	500,000	-	-	-	-	500,000
Funding Source:		Project Schedule		Start		Finish	
PRIV	500,000	Design		FY21		FY21	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY21		FY21	
		Other:					
Total	\$500,000	Total Project		FY21		FY21	

City of Cedar Falls Capital Improvement Program

CIP Number: _____

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number: _____

Project Description:

Streets: W. 12th Street Reconstruction

This project will reconstruct 1400 feet of roadway from College Street to Tremont Street. This project will address any intersection safety concerns at the intersection of Walnut Street and W. 12th Street.



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since General Obligation Bond and Local Option Tax will be used.

Long-Term:

The street will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	15,000						15,000
Land/Right of Way							-
Utility Relocation							-
Construction	500,000	500,000					1,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	515,000	500,000	-	-	-	-	1,015,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax	500,000	300,000					800,000
Street Construction Fund	15,000	200,000					215,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	515,000	500,000	-	-	-	-	1,015,000
Funding Source:	Project Schedule		Start		Finish		
LST	800,000	Design		FY21		FY21	
SCF	215,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$1,015,000	Total Project		FY21		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

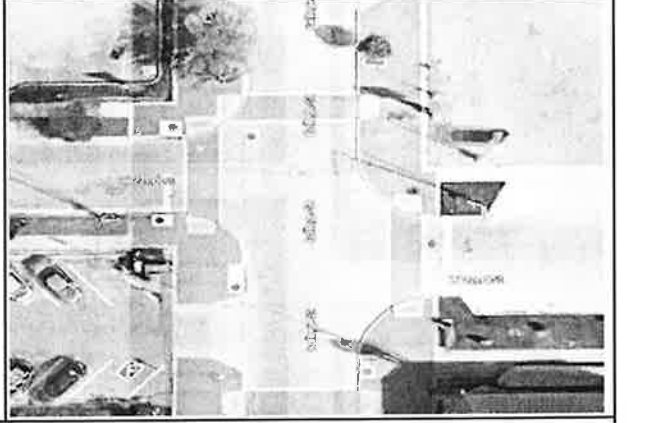
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: W 22nd Street Realignment & Expansion

This project includes addressing the intersection of College Street and W 22nd Street, as development continues in this area. Aligning the intersection and providing an adequate street for functionality, safety and aesthetic improvements is needed. This project is part of the Annual Pavement Management Plan in FY21.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since local option sales tax and College Hill IF funds are being used.

Long-Term:
Long-term maintainance would be by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way	15,000						15,000
Utility Relocation							-
Construction		500,000					500,000
Landscaping		25,000					25,000
Equipment & Furnish							-
Other							-
Total Costs	15,000	525,000	-	-	-	-	540,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Local Sales Tax		300,000					300,000
Tax Increment Financing	15,000	25,000					40,000
Street Construction Fund		200,000					200,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	15,000	525,000	-	-	-	-	540,000
Funding Source:			Project Schedule		Start		Finish
LST	300,000		Design				
TIF-CH	40,000		Land/Right of Way		FY20		FY20
SCF	200,000		Utility Relocation				
			Construction		FY21		FY21
			Other:				
Total	\$540,000		Total Project		FY21		FY21

City of Cedar Falls Capital Improvement Program

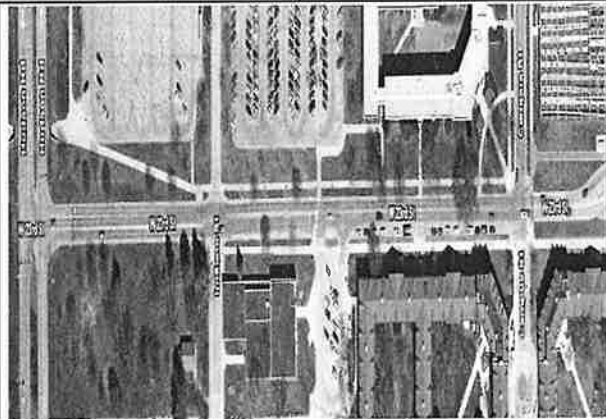
CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: W. 23rd Street Reconstruction
This project will reconstruct W. 23rd Street from Hudson Road east to Campus Street.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				50,000			50,000
Land/Right of Way							-
Utility Relocation							-
Construction					650,000		650,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	50,000	650,000	-	700,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond				50,000			50,000
Local Sales Tax					550,000		550,000
University of Northern Iowa					100,000		100,000
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	50,000	650,000	-	700,000
Funding Source:		Project Schedule		Start		Finish	
GO	50,000	Design					
LST	550,000	Land/Right of Way					
UNI	100,000	Utility Relocation					
		Construction		FY20		FY20	
		Other:					
Total	\$700,000	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program

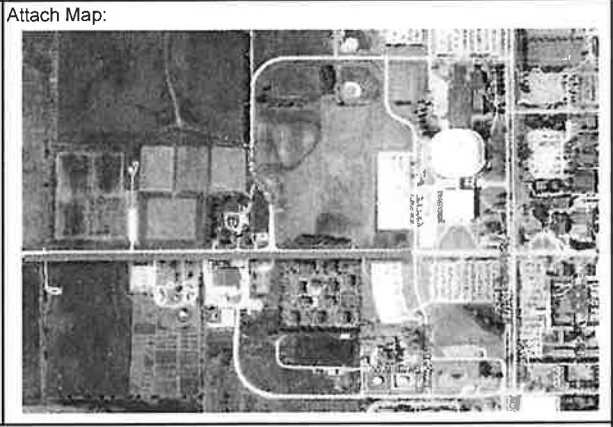
CIP Number: **ITEM 2.**

Department: Public Works

Division: Engineering

Project Number:


Project Description:
Streets: West 27th Street Improvements
 This project will increase W. 27th Street from a two lane section of roadway to a four lane section, beginning at Greenhill Road and continuing for a distance fo 2000 feet to the west.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		400,000					400,000
Land/Right of Way							-
Utility Relocation							-
Construction			3,500,000				3,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	400,000	3,500,000	-	-	-	3,900,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Street Construction Fund		400,000	3,050,000				3,450,000
Local Sales Tax			350,000				350,000
General Obligation Bond			100,000				100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	400,000	3,500,000	-	-	-	3,900,000

Funding Source:		Project Schedule	Start	Finish
SCF	3,450,000	Design	FY21	FY21
LST	350,000	Land/Right of Way	FY21	FY21
GO	100,000	Utility Relocation		
		Construction	FY22	FY22
		Other:		
Total	\$3,900,000	Total Project	FY21	FY22

City of Cedar Falls Capital Improvement Program						CIP Number:	ITEM 2.
Department: Public Works			Division: Engineering			Project Number:	
Project Description: Streetscape: Downtown Brick Replacement - Parkade Removal of bricks on parkade and replacement with clay pavers in the newly adopted design pattern. Two blocks to be redone each year. Peter Melendy Park renovation has been added to the project.					Attach Map: 		
Operations and Maintenance Impact on Budget:							
Current: This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.							
Long-Term: The streetscape will be maintained by Public Works.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	129,220	25,000	25,000				179,220
Land/Right of Way							-
Utility Relocation							-
Construction	477,000	447,000	1,028,000	894,000			2,846,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	606,220	472,000	1,053,000	894,000	-	-	3,025,220
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown	501,220	367,000	837,375	678,375			2,383,970
BHCG	105,000	105,000	215,625	215,625			641,250
							-
							-
Total Source	606,220	472,000	1,053,000	894,000	-	-	3,025,220
Funding Source:		Project Schedule		Start		Finish	
TIF-Downtown	2,383,970	Design					
BHCG	641,250	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$3,025,220	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streetscape: Downtown Streetscape Plan Implementation

This project would implement the priority phases of the Downtown Streetscape Plan, currently including State Street, Washington Street, 2nd Street, 3rd Street, and 6th Street. The effort focuses on decorative lighting, hubs (including bench, trash receptacle & bike rack with pavers surrounding it). Reconstruction of 2nd St (Main to Washington) & 3rd St (State to Washington) would be included.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

The streetscape will be maintained by Public Works.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	206,200	10,000	35,000				251,200
Land/Right of Way							-
Utility Relocation	46,597	93,193	50,000				189,790
Construction	1,323,041	1,781,333	710,000				3,814,374
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	1,575,838	1,884,526	795,000	-	-	-	4,255,364
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities	85,752	114,493	50,000				250,245
TIF - Downtown	1,097,380	1,499,433	588,775				3,185,588
Community Main Street	143,494	31,600	1,425				176,519
BHCG	249,212	239,000	154,800				643,012
Total Source	1,575,838	1,884,526	795,000	-	-	-	4,255,364
Funding Source:	Project Schedule			Start	Finish		
CMS	176,519	Design					
BHCG	643,012	Land/Right of Way					
TIF-Downtown	3,185,588	Utility Relocation					
CFU (decorative lighting)	250,245	Construction					
		Other:					
Total	\$4,255,364	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Golf

Project Number:
03.2399

Project Description:
Pheasant Ridge Cart Path Renovations

Some of the older cart paths at Pheasant Ridge need to be replaced. There are also some additional paths that need to be constructed adjacent to more heavily used areas. The paths will be constructed with either asphalt or concrete.



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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	20,000		20,000				40,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	20,000	-	20,000	-	-	-	40,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Golf Improve Fund	20,000		20,000				40,000
							-
							-
							-
Total Source	20,000	-	20,000	-	-	-	40,000

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

City of Cedar Falls Capital Improvement Program

CIP Number: 149

Department:
Public Works

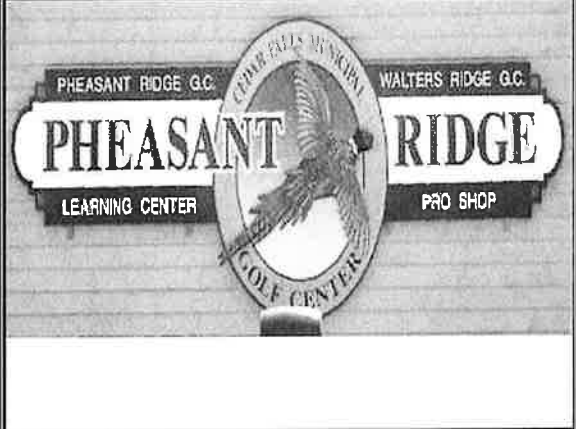
Division:
Operations and Maintenance - Golf

Project Number:

Project Description:

Pheasant Ridge Improvements

Continue improvements based on Master Plan developed by Garrett Gill. Project scope would be to fix ground water issues on holes #7 and #13, drain sand traps and possibly install new forward tees.





Operations and Maintenance Impact on Budget:
Current:
Staff time to plan project.

Long-Term:
Would be targeted to fix ground water issues on holes #13 and #7 and sand traps. Will reduce maintenance costs related to these problems.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			65,000				65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	65,000	-	-	-	65,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Golf Improvement Fund			65,000				65,000
							-
							-
							-
							-
Total Source	-	-	65,000	-	-	-	65,000

Funding Source:	Project Schedule	Start	Finish
GIF 65,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY22	FY22
	Other:		
Total	Total Project	FY22	FY22

City of Cedar Falls Capital Improvement Program						CIP Number: 150	
Department: Public Works			Division: Operations and Maintenance - Park			Project Number:	
Project Description: Bess Streeter Park Playground Equipment Upgrade Playground equipment upgrades for Bess Streeter Park have been requested by neighbors.							
Operations and Maintenance Impact on Budget: Current: Staff time to install equipment. Long-Term: Future maintenance will be required as needed.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			5,000				5,000
Landscaping							-
Equipment & Furnish			30,000				30,000
Other							-
Total Costs	-	-	35,000	-	-	-	35,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel-Parks			5,000				5,000
Private			30,000				30,000
							-
							-
							-
Total Source	-	-	35,000	-	-	-	35,000
Funding Source:		Project Schedule		Start		Finish	
Private	30,000	Design					
H/M-PK	5,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$35,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program						CIP Number: 151	
Department: Public Works			Division: Operations and Maintenance -Park			Project Number:	
Project Description: Big Woods Campground Cabins Depending on success of campground, there is room to construct additional cabins along Lake Street.							
Operations and Maintenance Impact on Budget: Current: Staff time to construct cabins Long-Term: Potential increase to Campground CIP							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			125,000				125,000
Landscaping							-
Equipment & Furnish							-
Other		-		-	-	-	-
Total Costs	-	-	125,000	-	-	-	125,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	-	-		-	-	-	-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Private/Grant			125,000				125,000
							-
							-
							-
							-
Total Source	-	-	125,000	-	-	-	125,000
Funding Source:		Project Schedule		Start		Finish	
PRIV	125,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$125,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number: 152

Department:
Public Works

Division:
Operations and Maintenance -Park

Project Number:

Project Description:
Emerald Ash Borer - Removal of Ash Trees

The emerald ash borer is a pest of ash trees native to Asia. It was first discovered in North America in 2002 in the Detroit, Michigan, area. Since then, it has killed millions of ash trees and caused thousands more to be removed due to its slow spread. The borer has been discovered in Black Hawk County. All ash trees in Cedar Falls are susceptible to infestation by the emerald ash borer. Multiple infestations are possible. These costs are anticipated to cover trees on public property only.



Operations and Maintenance Impact on Budget:
Current:
Staff time, equipment, fuel, maintenance to remove and dispose trees.

Long-Term:
Staff time, equipment, fuel, maintenance continue removal and plant new species

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	50,000	75,000	75,000	50,000			250,000
Equipment & Furnish							-
Other	-		-				-
Total Costs	50,000	75,000	75,000	50,000			250,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	-						-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	50,000	75,000	75,000	50,000			250,000
							-
							-
							-
							-
Total Source	50,000	75,000	75,000	50,000			250,000
Funding Source:		Project Schedule		Start		Finish	
GR	250,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY20		FY23	
Total	\$250,000	Total Project		FY20		FY23	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

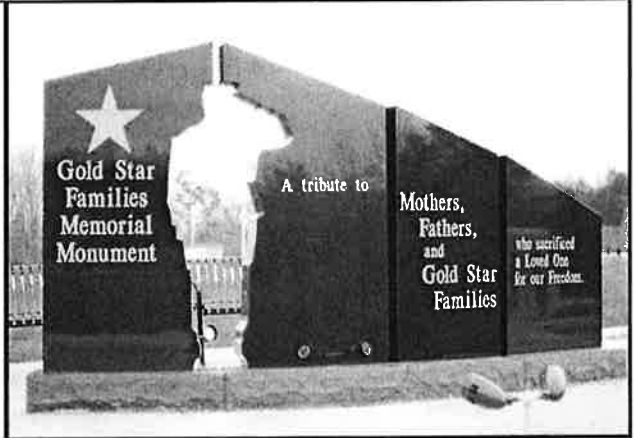
Division:
Operations and Maintenance - Park

Project Number:

Project Description:

Gold Star Family Memorial Monument

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



Operations and Maintenance Impact on Budget:

Current:

Staff time to meet with proponents to discuss design of the project.

Long-Term:

Periodic upkeep of the memorial and the surrounding amenities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		65,000	40,000				105,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	65,000	40,000	-	-	-	105,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Street Construction Fund							-
Capital Projects							-
Private		50,000	40,000				90,000
General Revenues							-
Black Hawk Cnty Gaming							-
Hotel/Motel Tax-Parks		15,000					15,000
							-
Total Source	-	65,000	40,000	-	-	-	105,000

Funding Source:

		Project Schedule	Start	Finish
Private	90,000	Design	FY21	FY22
		Land/Right of Way		
		Utility Relocation		
		Construction	FY21	FY22
H/M-PK	15,000	Other:		
Total	\$105,000	Total Project	FY21	FY22

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

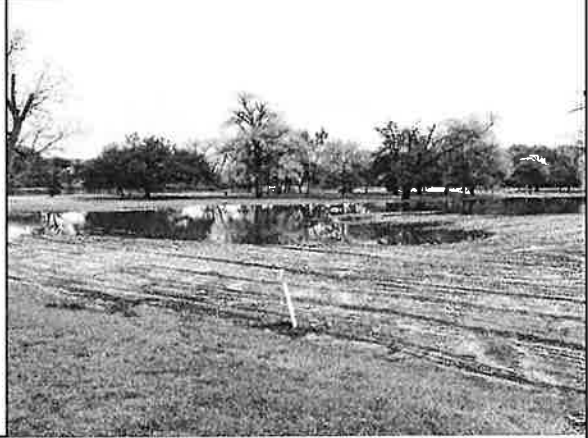
Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Island Park Masterplan and Construction

Increased flooding is impacting Island Park and increasing staff time for cleanup and repairs. This proposal is to have a consultant study the issues and develop plans to reduce maintenance needs.



Operations and Maintenance Impact on Budget:
Current:
There will be the initial cost for the consultant.

Long-Term:
Reduced maintenance costs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	15,000						15,000
Land/Right of Way							-
Utility Relocation							-
Construction		100,000					100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	15,000	100,000	-	-	-	-	115,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel Tax-Park	15,000	100,000					115,000
General Revenue							-
SCF							-
LOST							-
							-
Total Source	15,000	100,000	-	-	-	-	115,000
Funding Source:			Project Schedule		Start	Finish	
H/M-PK	115,000		Design				
	-		Land/Right of Way				
			Utility Relocation				
			Construction	FY20		FY21	
			Other:				
Total	\$115,000		Total Project				

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
New Park Identification Signage
The current Park identification signage has been in place in some locations since the 1970's. Many of the signs are routed wood that is stained and painted. Due to the exposure to the elements, frequent maintenance of the signs is necessary. This proposal involves working with a sign company for consistency/standardization of signs throughout the park system and providing branding that is consistent with other area signage.



Operations and Maintenance Impact on Budget:
Current:
Initial investment in the new signs, staff time to install
Long-Term:
Reduced ongoing maintenance.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000	15,000	15,000				45,000
Other							-
Total Costs	15,000	15,000	15,000	-	-	-	45,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel-PK	15,000	15,000	15,000				45,000
							-
							-
							-
							-
Total Source	15,000	15,000	15,000	-	-	-	45,000
Funding Source:		Project Schedule		Start		Finish	
H/M-PK	45,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20		FY22	
		Other:					
Total	\$45,000	Total Project		FY20		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:

North Cedar School Playground

It is intended to revitalize the current playground located behind the North Cedar Elementary School. The city would be partnering with the school district in the purchase of new equipment and providing an updated safe public amenity.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:
Hotel/Motel Tax will be utilized, no impact on debt service levy

Long-Term:
None

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		150,000					150,000
Other							-
Total Costs	-	150,000	-	-	-	-	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Hotel Motel Tax-Parks		75,000					75,000
Schools		75,000					75,000
General Revenue							-
							-
							-
							-
							-
Total Source	-	150,000	-			-	150,000
Funding Source:			Project Schedule		Start	Finish	
H/M-PK	75,000		Design				
Schools	75,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY21		FY21	
			Other:				
Total	\$150,000		Total Project	FY21		FY21	

City of Cedar Falls Capital Improvement Program	CIP Number:	ITEM 2.
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Department: Public Works	Division: Operations and Maintenance - Park	Project Number: 03.2396
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Project Description:
Park Improvements

This is an ongoing project of improving existing parks and park infrastructure. We currently have over 1,000 acres of park land and these funds allow us to upgrade various parks as needed. Projects are prioritized annually by staff and Park and Recreation Commission. Examples of past projects that have been constructed using these funds have been Nordic Ridge Park improvements, routine maintenance of structures and small shelters at various parks.



Operations and Maintenance Impact on Budget:
Current:
Park staff will construct improvements as part of annual work plan and if resources are available.

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000		40,000		25,000		90,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	-	40,000	-	25,000	-	90,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding	25,000		40,000		25,000		90,000
Local Sales Tax							-
Lincoln Savings Bank							-
							-
							-
							-
							-
Total Source	25,000	-	40,000	-	25,000	-	90,000

Funding Source: F/S 90,000 GO Bond - -		Project Schedule	Start	Finish
		Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	Ongoing	Ongoing
		Other:		
Total	\$90,000	Total Project	Ongoing	Ongoing

City of Cedar Falls Capital Improvement Program		CIP Number 158
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:
Parks and Public Lands Master Plan

The last Park Plan was completed in 1996. The population at that time was 34,600. The 2018 population is estimated at 41,500. Since 1996 the city has experienced growth to the south and west and changes to the northern Cedar Falls area due to flood buyouts. In addition, recreation preferences have changed over time. This plan will consolidate previous plans including the northern Cedar Falls Recreation and Maintenance plan and found in the most recent comprehensive plan.



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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				50,000	50,000		100,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	50,000	50,000	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel-Park				50,000	50,000		100,000
							-
							-
							-
Total Source	-	-	-			-	100,000

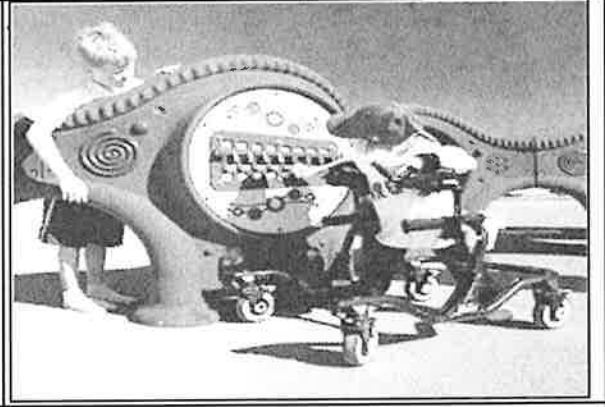
Funding Source: H/M-PK 100,000	Project Schedule	Start	Finish
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY23	FY24
	Other:		
Total	Total Project	FY23	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 159
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:

Place to Play Park - Future Maintenance

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



Operations and Maintenance Impact on Budget:

Current:
Staff time to assess wear and tear

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	3,000	3,000	3,000	6,000	6,000	6,000	27,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	3,000	3,000	3,000	6,000	6,000	6,000	27,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Private	3,000	3,000	3,000	6,000	6,000	6,000	27,000
General Revenues							-
Black Hawk Cnty Gamir							-
							-
Total Source	3,000	3,000	3,000	6,000	6,000	6,000	27,000

Funding Source:	Project Schedule	Start	Finish
Private BHCG GR	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY20	FY25
	Other:		
Total	Total Project	FY20	FY25

City of Cedar Falls Capital Improvement Program

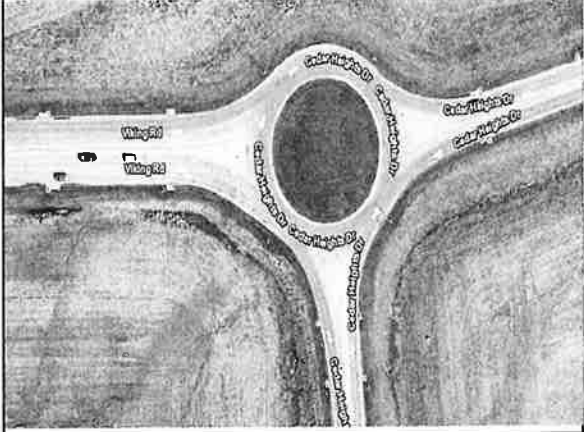
CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Roundabout Landscape Improvements
This project involves creating landscaping similar to University Avenue on existing roundabouts. Three of the major roundabouts include Prairie Parkway & Brandilynn, Cedar Heights & Viking, and Ridgeway & Chancellor.



Operations and Maintenance Impact on Budget:
Current:
There will be an initial impact on the refuse operating budget associated with the construction of the features.
Long-Term:
There will be long term impact on the operating budget due to ongoing increased maintenance cost of the sites.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			5,000	5,000	5,000	5,000	20,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	5,000	5,000	5,000	5,000	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond			5,000	5,000	5,000	5,000	20,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF-PP							-
TIF-SCF							-
							-
							-
Total Source	-	-	5,000	5,000	5,000	5,000	20,000
Funding Source:			Project Schedule	Start	Finish		
GO Bonds	20,000		Design				
	-		Land/Right of Way				
			Utility Relocation				
			Construction	FY22			FY25
			Other:				
Total	\$20,000		Total Project				

City of Cedar Falls Capital Improvement Program		CIP Number: 161
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:

Seal Coat/Asphalt Overlay Program: Park & Cemetery

Park roadways and parking lots. This program is utilized to maintain park roadways and parking lot repairs/reconstruction. The intent is to alternate sealcoat and asphalt overlays bi-annually. The Operations/Maint Division and Engineering Division prioritize where these dollars will be spent.



Operations and Maintenance Impact on Budget:

Current:
This project will be included in the annual work plan. Staff will help prepare the surfaces to be seal-coated by filling holes, sweeping, etc. There will be operating costs related to fuel and surfacing material, if needed.

Long-Term:
Well maintained parking lots and roadways will limit the times when staff needs use time and money to repair pot holes or other surface imperfections.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	150,000	50,000	150,000	50,000	150,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	150,000	50,000	150,000	50,000	150,000	600,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Road Use Tax	50,000	150,000	50,000	150,000	50,000	150,000	600,000
							-
							-
							-
Total Source	50,000	150,000	50,000	150,000	50,000	150,000	600,000
Funding Source:	Project Schedule		Start		Finish		
SCF	600,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction	On-going		On-going		
		Other:					
Total	\$600,000	Total Project	On-going		On-going		

City of Cedar Falls Capital Improvement Program

CIP Number

ITEM 2.

Department:

Public Works

Division:

Operations and Maintenance - Park

Project Number:

Project Description:

Shelter Construction (Seerley Park)
Replacement shelter at Seerely Park.



Operations and Maintenance Impact on Budget:

Current:

Staff time to plan and construct project.

Long-Term:

Reduction in maintenance costs for old metal shelters that are past their useful lifetime.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		45,000					45,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	45,000	-	-	-	-	45,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Hotel/Motel-PK		15,000					15,000
Golf Improvement Fund							-
Private		30,000					30,000
							-
							-
Total Source	-	45,000	-	-	-	-	45,000
Funding Source:			Project Schedule	Start	Finish		
H/M-PK	15,000		Design				
Private	30,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY20	FY20		
			Other:				
Total	\$45,000		Total Project	FY20	FY20		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Operations and Maintenance - Park

Project Number:

Project Description:

Skate Park Relocation

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Initial costs of relocating the Skate Park as well as improving land at an alternate site.

Long-Term:

On-going maintenance of the structures.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	25,000						25,000
Land/Right of Way							-
Utility Relocation							-
Construction		150,000					150,000
Landscaping							-
Equipment & Furnish		100,000					100,000
Other							-
Total Costs	25,000	250,000	-	-	-	-	275,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Private	25,000	250,000					275,000
							-
							-
							-
Total Source	25,000	250,000	-	-	-	-	275,000
Funding Source:	Project Schedule		Start		Finish		
Private	275,000	Design	FY20				
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$275,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

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



Operations and Maintenance Impact on Budget:
Current:
Staff time to plant trees
Long-Term:
Increased costs to maintain the trees in the future.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	15,000	35,000	8,000	8,000	8,000	8,000	82,000
Equipment & Furnish							-
Other							-
Total Costs	15,000	35,000	8,000	8,000	8,000	8,000	82,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Grant							-
Hotel/Motel-PK	15,000	35,000	8,000	8,000	8,000	8,000	82,000
							-
							-
Total Source	15,000	35,000	8,000	8,000	8,000	8,000	82,000
Funding Source: H/M-PK	82,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction			FY20		FY25
		Other:					
Total	\$82,000	Total Project		FY19	FY25		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Operations and Maintenance - Park

Project Number:

03.2391

Project Description:

Trail Maintenance

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



Operations and Maintenance Impact on Budget:

Current:

Park staff will coordinate periodic repairs and will use city staff members or equipment or private contractors depending on the complexity of the repairs.

Long-Term:

Smooth, safe recreation trails limit city liability and reduce the need for expensive total reconstruction projects.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	40,000	40,000	50,000	50,000	50,000	50,000	280,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	40,000	40,000	50,000	50,000	50,000	50,000	280,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel Tax-Trail	40,000	40,000	50,000	50,000	50,000	50,000	280,000
							-
							-
							-
Total Source	40,000	40,000	50,000	50,000	50,000	50,000	280,000
Funding Source:	Project Schedule		Start		Finish		
H/M-TR	280,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	\$280,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

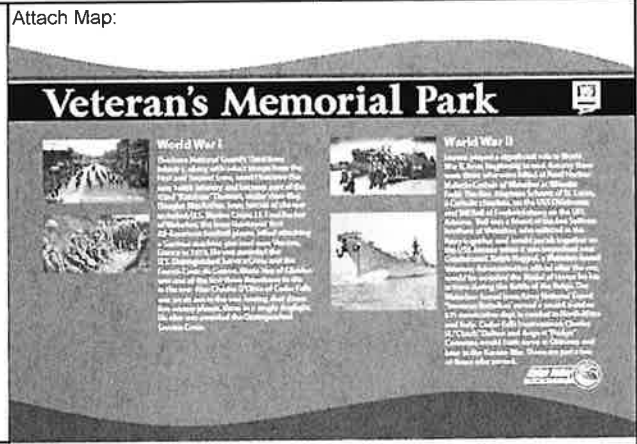
CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Veterans Memorial Park Signs
Various phases have been completed at Veterans Park. The city has been requested to install signs (similar to those on the recreation trail system) that provide information about Veterans, the park and background on the different wars and conflicts. When all phases are complete, as many as seven signs will be needed.



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

Long-Term:
Periodic upkeep and possible replacement of the signs as they become worn or damaged.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		4,800	800				5,600
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	4,800	800	-	-	-	5,600
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Street Construction Fund							-
Capital Projects							-
Private							-
Hotel/Motel-PK		4,800	800				5,600
Black Hawk Cnty Gaming							-
Hotel/Motel Tax							-
							-
Total Source	-	4,800	800	-	-	-	5,600
Funding Source: H/M-PK	Project Schedule			Start		Finish	
				FY20		FY21	
	-						
	5,600			FY20		FY21	
	-						
	Total	\$5,600	Total Project		FY20		FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Landscape

Project Number:

Project Description:

Landscaping Roadways/Monuments & Signage

Beautification of thoroughfares, roadways and intersections throughout the community. Landscaping could include trees, prairie or other low maintenance plant material. Areas of interest include: University Ave., Hudson Road, 1st Street, Center Street, Ridgeway Avenue, Viking Road, Greenhill Road, College Hill, City Core. There is inadequate staffing to implement the plan, so private landscape contractors will need to be hired to install the projects. Staff estimates that full implementation of a city-wide project will take approximately 10 - 15 years to complete at the funding levels listed below.



Operations and Maintenance Impact on Budget:

Current:

Staff time to coordinate consultant work. Hotel/Motel tax funds within the V&T budget will be used to fund this project.

Long-Term:

Depending on the complexity of the design, additional part-time staffing would need to be hired to maintain areas if they include flowering plants or similar high maintenance plant material.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Inventory and Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping		50,000		50,000		50,000	150,000
Equipment & Furnish							-
Other							-
Total Costs	-	50,000	-	50,000	-	50,000	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Fund							-
Hotel/Motel Tax-V&T		50,000		50,000		50,000	150,000
							-
							-
							-
Total Source	-	50,000	-	50,000	-	50,000	150,000
Funding Source: H/M-VT	Project Schedule		Start		Finish		
	-	Design					
	150,000	Land/Right of Way					
		Utility Relocation					
		Construction	FY19		FY225		
		Other:					
Total	\$150,000	Total Project		FY19		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

 Department:
Public Works

 Division:
Operations and Maintenance - Landscape

 Project Number:
03.2394

Project Description:
New Park Development

This is a yearly fund utilized to develop new parkland. Future improvements anticipated include recently purchased land with school system in SW Cedar Falls, improvements in northern Cedar Falls based on Northern Cedar Falls Recreation and Maintenance plan prepared by Confluence, restrooms, shelters, etc. Projects are identified and prioritized by staff and the Park and Recreation Commission. If available, matching funds are pursued through various grant sources.



Operations and Maintenance Impact on Budget:
Current:

Park staff will dedicate time to develop plans and budgets so improvements can be completed in an orderly manner within budget. The projects are summarized within an annual work plan.

Long-Term:

The only impact on operating budget may be if we purchase additional park land in the future. More exact long term costs will be dependent on the size of the parcel purchased.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		50,000			50,000		100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	50,000	-	-	50,000	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding		50,000			50,000		100,000
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
Total Source	-	50,000	-	-	50,000	-	100,000
Funding Source:			Project Schedule	Start	Finish		
F/S	100,000		Design				
GO Bond	-		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	On-going		On-going	
Total	\$100,000		Total Project	On-going		On-going	

City of Cedar Falls Capital Improvement Program						CIP Number:	169
Department: Public Works		Division: Operations and Maintenance - Landscape			Project Number:		
Project Description:							
<p>Northern Cedar Falls Landscape Improvements</p> <p>The PW/Park Division is proposing to plant, prairie, wildflowers, trees and turfgrass on select flood buyout as defined on the Northern Cedar Falls Recreation and Maintenance Plan prepared by Confluence. The goal is to make the properties more reflective of the Park system, upgrade neighborhood aesthetics while reducing long term maintenance costs.</p>							
Operations and Maintenance Impact on Budget:							
Current: Staff time to install seeding, trees and other natural amenities.							
Long-Term: Reduced maintenance costs to mow small and large tracts of land.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Equipment & Furnish							-
Other	-	-	-	-	-	-	-
Total Costs	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	-	-	-	-	-	-	-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects	25,000	25,000	25,000	25,000	25,000	25,000	150,000
							-
							-
							-
							-
Total Source	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Funding Source:		Project Schedule		Start		Finish	
CP	150,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY19		FY24	
Total	\$150,000	Total Project		FY19		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 170 **ITEM 2.**

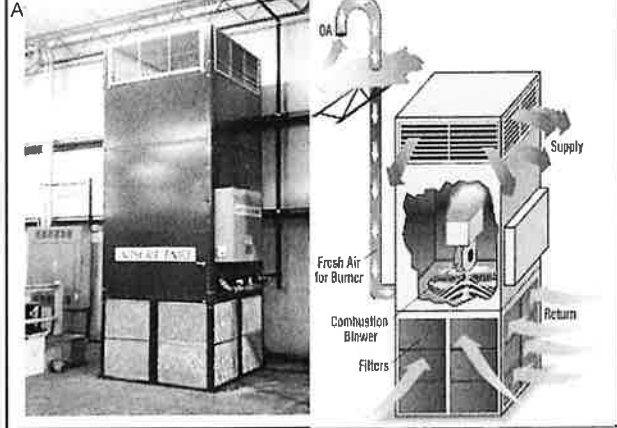
Department:
Public Works

Division:
Operations and Maintenance - Public Buildings

Project Number:

Project Description:
Air Rotation System - PW Fleet Maintenance

The geo thermal water flow for the radiant floor heating system in the shop area is running beyond design capacity. This air rotation and filtration unit will be installed to provide primary heating for the shop area thus reducing the impact on the geo thermal system. The geo system will essentially become the secondary unit in the shop zone. The filtration system will also improve air quality in the shop.



Operations and Maintenance Impact on Budget:

Current:
The cost of the unit will have an initial impact on the operating budget.

Long-Term:
Although this is a high efficiency unit it will require use of natural gas. The installation of this unit will reduce the amount of water used from the well system keeping in compliance with the usage amount permitted by the DNR.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		85,000					85,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	85,000	-	-	-	-	85,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
VRF		85,000					85,000
							-
							-
Total Source	-	85,000	-	-	-	-	85,000
Funding Source:			Project Schedule	Start	Finish		
VRF	85,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction	FY21	FY21		
			Other:				
Total	\$85,000		Total Project	FY21	FY21		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Public Buildings

Project Number:

Project Description:

Building Exterior Weatherproofing - Public Buildings

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



Operations and Maintenance Impact on Budget:

Current:

This project will have an initial impact on the Operating Budget.

Long-Term:

Preventative maintenance will extend the longevity of city owned buildings which will reduce expensive repair and/or replacement costs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		50,000		50,000		50,000	150,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	50,000	-	50,000	-	50,000	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue		50,000		50,000		50,000	150,000
CF Community Foundation							-
							-
							-
							-
							-
Total Source	-	50,000	-	50,000	-	50,000	150,000
Funding Source:	Project Schedule		Start		Finish		
GR	150,000	Design					
	-	Land/Right of Way					
		Utility Relocation					
		Construction		Ongoing		Ongoing	
		Other:					
Total	150,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Public Buildings

Project Number:

Project Description:

Carpet--Library

The library opened in 2004. Carpet tiles were installed at that time. Approximately 250,000 visitors per year track, spill, and have accidents on the carpet. Many areas are stained, and some traffic areas show signs of wear. Unfortunately, manufacturers ceased this style years ago, and we are unable to secure any stock. The library is about 47,000 square feet, most of it carpeted. When new carpet is installed, we would like the highest traffic areas of the youth department to be replaced with a harder surface that is easier than carpet to clean and disinfect.




Operations and Maintenance Impact on Budget:

Current:

This is being funded with library funds held at the Cedar Falls Community Foundation and General Fund dollars and perhaps grant funding as well.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		204,000					204,000
Landscaping							-
Equipment & Furnish							-
Other		100,000					100,000
Total Costs	-	304,000	-	-	-	-	304,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding		50,000					50,000
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
CF Community Foundation		154,000					154,000
General Revenue		100,000					100,000
Grant Funding TBD							-
Total Source	-	304,000	-	-	-	-	304,000
Funding Source:			Project Schedule	Start	Finish		
			Design				
CF	154,000		Land/Right of Way				
GR	100,000		Utility Relocation				
F/S	50,000		Construction				
			Other:				
Total	\$304,000		Total Project				

City of Cedar Falls Capital Improvement Program				CIP Number: 173			
Department: Public Works		Division: Operations and Maintenance - Public Buildings		Project Number:			
Project Description: Fleet Wash Bay - In House This project consists of creating a wash bay within the PW/Park Div. complex to clean all types of equipment including mowing equipment, ice control equipment and excavation equipment. This facility will include a separation containment to capture nitrates, salt, siltation, petroleum wash off, etc., in an effort to meet EPA requirements.							
Operations and Maintenance Impact on Budget: Current: This project would have an initial impact on the street construction fund Long-Term: Improvement of equipment longevity and efficiency of maintenance.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	40,000						40,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	40,000	-	-	-	-	-	40,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
SCF	40,000						40,000
							-
							-
							-
Total Source	40,000	-	-	-	-	-	40,000
Funding Source:		Project Schedule		Start		Finish	
SCF	40,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20		FY20	
		Other:					
Total	\$40,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

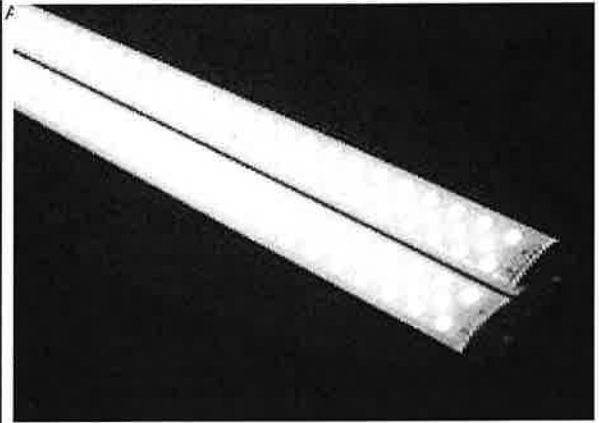
Operations and Maintenance - Public Buildings

Project Number:

Project Description:

LED Lighting Upgrade - Aquatic Center

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



Operations and Maintenance Impact on Budget:

Current:

The cost of LED lighting has decreased significantly over the past 5 years although with a building this size there will be an impact on the budget.

Long-Term:

A reduction in energy cost will be realized in the long term.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				25,000			25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	25,000	-	-	25,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue				25,000			25,000
							-
							-
Total Source	-	-	-	25,000	-	-	25,000
Funding Source:	Project Schedule		Start		Finish		
General Revenue	25,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23	FY23		
		Other:					
Total	\$25,000	Total Project			FY23		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Public Buildings

Project Number:

Project Description:
LED Lighting Upgrade - Library

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

Attach Map:



Operations and Maintenance Impact on Budget:


Current:

The cost of LED lighting has decreased significantly over the past 5 years although with a building this size there will be an impact on the budget.

Long-Term:

A reduction in energy cost will be realized in the long term.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					65,000		65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	65,000	-	65,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue					65,000		65,000
							-
							-
Total Source	-	-	-	-	65,000	-	65,000
Funding Source:			Project Schedule	Start	Finish		
GR	65,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction	FY24	FY24		
			Other:				
Total	\$65,000		Total Project		FY21		

City of Cedar Falls Capital Improvement Program						CIP Number: 176	
Department: Public Works			Division: Operations and Maintenance - Public Buildings			Project Number:	
Project Description:							
<p>Rec Center Heat Pumps</p> <p>The nineteen heat pumps installed when the Rec Center was built in 1992 are at the end of their lives and need to be replaced. We have had two fail thus far. We are investigating replacing four per year over the next four years.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		18,000	19,000	20,000	21,000		78,000
Other							-
Total Costs	-	18,000	19,000	20,000	21,000	-	78,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Rec - CIP		18,000	19,000	20,000	21,000		78,000
							-
							-
Total Source	-	18,000	19,000	20,000	21,000	-	78,000
Funding Source:		Project Schedule		Start		Finish	
RC CIP		78,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		FY21	
				Other:			
Total		\$78,000		Total Project		Fy21	
						FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance-Public Buildings

Project Number:

Project Description:

Security System Upgrade - PW Complex

This project will include replacement of aging video recording and camera equipment. Locations include the PW/Park Complex and the Central Complex located at 1500 Bluff Street.



Operations and Maintenance Impact on Budget:

Current:

The initial impact will consist of purchasing and installation of electronic equipment.

Long-Term:

Long Term impact will consist of maintenance of equipment

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		50,000					50,000
Other							-
Total Costs	-	50,000	-	-	-	-	50,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Refuse Fund		16,670					16,670
Vehicle Rental Fund		16,670					16,670
Street Construction Fund		16,660					16,660
							-
							-
							-
Total Source	-	50,000	-	-	-	-	50,000
Funding Source:			Project Schedule		Start		Finish
REF	16,670		Design				
VRF	16,670		Land/Right of Way				
SCF	16,660		Utility Relocation				
			Construction		FY21		FY21
			Other:				
Total	\$50,000		Total Project				

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

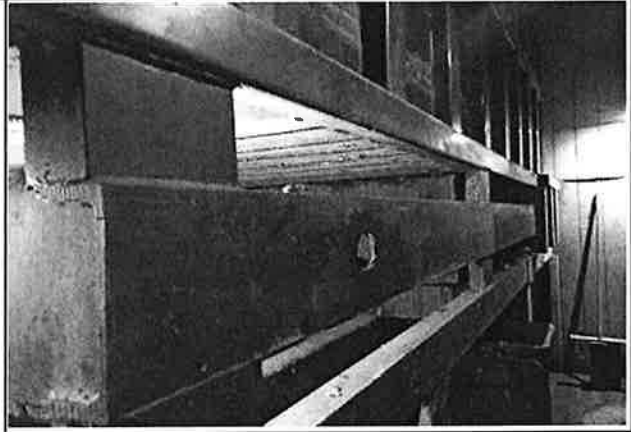
Department:
Public Works

Division:
Operations and Maintenance - Refuse

Project Number:

Project Description:
Compaction Equipment Refurbishing at Transfer Station

The transfer station became operational in 1981. Over the years, there have been improvements made to the mechanical compaction equipment. However, now the structural integrity of the frame work is becoming compromised due to corrosion from the acidic nature of refuse leachate. This project will include removing the mechanical walking floor and replacing the structural frame work for the storage pit and compaction chamber.



Operations and Maintenance Impact on Budget:
Current:
This project will be funded by the refuse enterprise fund. There will be an initial impact on the budget however equipment purchases may be adjusted to lessen the impact.
Long-Term:
Rebuilding the frame work will ensure the transfer station will continue operation for many years to come.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			25,000				25,000
Land/Right of Way							-
Utility Relocation							-
Construction			250,000				250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	275,000	-	-	-	275,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
REF			275,000				275,000
							-
							-
Total Source	-	-	275,000	-	-	-	275,000
Funding Source:	Project Schedule		Start		Finish		
REF	275,000	Design	FY22		FY22		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY22		FY22		
		Other:					
Total	\$275,000	Total Project	FY22		FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Refuse

Project Number:

Project Description:

Lloyd Lane Recycling Site Expansion

This recycling drop-off site is located on CFU property on Lloyd Land near the water tower. This site is now the second largest collection site in Cedar Falls. The quantity of material received at this site has outgrown the current capacity of this drop off location. This project includes expanding and creating a hard surface drive through site (similar to UNI) as well as adding additional containers.



Operations and Maintenance Impact on Budget:

Current:

There will be an initial impact on the refuse operating budget due to grade work and road surfacing application. There will also be a cost for the purchase of additional containers

Long-Term:

There will be some long term impact on the operating budget due to maintenance of the site. This project will allow additional recyclable material to be collected and processed possibly increasing revenue from recycling commodities.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	75,000						75,000
Landscaping							-
Equipment & Furnish	50,000						50,000
Other							-
Total Costs	125,000	-	-	-	-	-	125,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
REF	125,000						125,000
							-
							-
Total Source	125,000	-	-	-	-	-	125,000
Funding Source:							
REF	125,000						
Total	\$125,000						

Project Schedule	Start	Finish
Design	FY20	FY22
Land/Right of Way		
Utility Relocation		
Construction	FY20	FY22
Other:		
Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

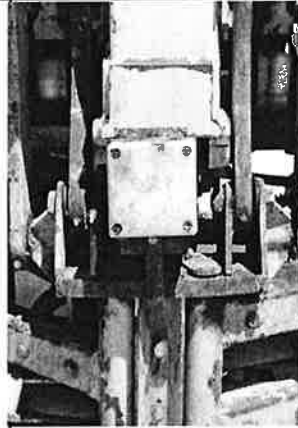
Department:
Public Works

Division:
Operations and Maintenance - Refuse

Project Number:

Project Description:
Refuse and Yard Waste Cart Tracking

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



Operations and Maintenance Impact on Budget:
Current:
Purchase of new software, hardware for trucks and RFID tags will have an impact on the refuse operating budget

Long-Term:
Improved tracking of cart collections and billing will reduce long term operating costs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				150,000			150,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	150,000	-	-	150,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
CF Community Foundation							-
REF				150,000			150,000
							-
							-
							-
Total Source	-	-	-	150,000	-	-	150,000

Funding Source:	Project Schedule	Start	Finish
REF	150,000		
	-		
	-		
	-		
	-		
	-		
	-		
	-		
Total	150,000	Total Project	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Refuse

Project Number:

Project Description:
Security Cameras at Recycling sites.

This initiative is an effort to monitor use of recycling drop sites due to increased contamination and illicit dumping,. Sites are receiving more usage and with it comes the dumping of unwanted items. The cameras would be used to identify misuse and hold the abusers accountable.



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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			50,000	50,000			100,000
Other							-
Total Costs	-	-	50,000	50,000	-	-	100,000

Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
REF			50,000	50,000			100,000
							-
							-
Total Source	-	-	50,000	50,000	-	-	100,000

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

100,000

\$100,000

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Street

Project Number:

Project Description:
Asphalt Paving of Select Alleys

This project includes asphalt paving of alleys that consistently wash out during heavy rainfall. Typically alleys on a slope that wash out from heavy sheet flow. The intent would be to pave approximately two blocks of problem alleys each year with an invert to keep storm water flowing in the center in order prevent granular material washing out into streets and entering the storm sewer system. Engineering Division and Operations and Maintenance Division to determine locations



Operations and Maintenance Impact on Budget:
Current:
This project would create an initial impact on the Street Construction Fund

Long-Term:
Maintenance and material dollars will be saved by not having to perform maintenance to sloped alleys after every significant rainfall.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	55,000	55,000	55,000	55,000	55,000	55,000	330,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Road Use Tax	55,000	55,000	55,000	55,000	55,000	55,000	330,000
							-
							-
Total Source	55,000	55,000	55,000	55,000	55,000	55,000	330,000

Funding Source:		Project Schedule	Start	Finish
SCF	330,000	Design	FY20	FY25
		Land/Right of Way		
		Utility Relocation		
		Construction	FY20	FY25
		Other:		
Total	\$330,000	Total Project	FY20	FY25

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Street

Project Number:

Project Description:

Expansion of Automated Vehicle Locators

The AVL is a system that performs tracking of equipment utilizing GPS. This information is then transmitted over radio frequency to a web based management program. This system expansion will allow for tracking additional equipment for better overall task management of various public works and parks operations.



Operations and Maintenance Impact on Budget:
Current:
Initial capital expenditure will have a minor impact on the operating budget

Long-Term:
The long term impact will potentially save manhours, materials and fuel by having the capability to enhance route efficiency as well as maximizing manpower and material usage. For FY21 through FY23 an upgrade to

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	25,000	50,000	50,000				125,000
Other							-
Total Costs	25,000	50,000	50,000	-	-	-	125,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
SCF							-
Vehicle Rental Fees	25,000	50,000	50,000				125,000
							-
							-
							-
Total Source	25,000	50,000	50,000	-	-	-	125,000
Funding Source:	Project Schedule		Start		Finish		
VRF	125,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY22		
		Other:					
Total	\$125,000	Total Project		FY20	FY22		

City of Cedar Falls Capital Improvement Program

CIP Number: 184

ITEM 2.

Department:
Public Works

Division:
Operations and Maintenance - Street

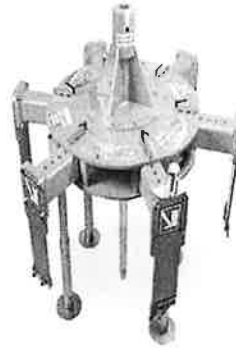
Project Number:

Project Description:

Manhole Rehabilitation Equipment

This equipment is intended to provide an alternative repair method to manhole structures. The traditional method of replacing the sacrificial concrete box outs around manholes has a high failure rate. The rotary cut method has been used by contractors in Cedar Falls with a low failure rate. The equipment used is an attachment that will fit on a skid loader that the City currently owns.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Purchase of equipment using RUT funds


Long-Term:


This method of repair will reduce man-hour costs and reduce failure rates.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		35,000					35,000
Other							-
Total Costs	-	35,000	-	-	-	-	35,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
CF Community Foundation							-
REF							-
Road Use Tax		35,000					35,000
							-
							-
Total Source	-	35,000	-	-	-	-	35,000

Funding Source:

Funding Source	Amount	Project Schedule	Start	Finish
SCF	35,000	Design		
	-	Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY21	FY21
Total	35,000	Total Project		

City of Cedar Falls Capital Improvement Program				CIP Number: 185			
Department: Public Works		Division: Operations and Maintenance - Street		Project Number:			
Project Description:							
Streetscape: College Hill Maintenance & Improvements							
<p>This project will continue to provide improvements to the City's College Hill Business District. The improvements will include streets, sidewalks, benches, landscaping, public art, and pedestrian amenities. This will also include the cost to clean the pavers on a biennial cycle.</p>							
Operations and Maintenance Impact on Budget:							
Current:				This will be certified in the College Hill TIF district and TIF revenues will be used to repay the expense.			
Long-Term:				The streetscape will be maintained by the Operations and Maintenance Division			
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					30,000		30,000
Land/Right of Way							-
Utility Relocation							-
Const. (Streets & Parking)						300,000	300,000
Maintenance	10,000	10,000	5,000	5,000			30,000
Other							-
							-
Total Costs	10,000	10,000	5,000	5,000	30,000	300,000	360,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Parkade Assessment							-
Road Use Tax							-
TIF-College Hill	10,000	10,000	5,000	5,000	30,000	300,000	360,000
							-
							-
Total Source	10,000	10,000	5,000	5,000	30,000	300,000	360,000
Funding Source:	Project Schedule		Start		Finish		
TIF-CH	360,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction	Annual		Annual		
		Other:					
Total	\$360,000	Total Project	Annual		Annual		

City of Cedar Falls Capital Improvement Program				CIP Number: 186			
Department: Public Works		Division: Operations and Maintenance - Street		Project Number:			
Project Description:							
<p>Streetscape: Downtown Maintenance & Improvements</p> <p>This project will continue to provide improvements to the City's Central Business District. The improvements include maintenance/repairs to sidewalk bricks on the Parkade.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.							
Long-Term:							
The streetscape will be maintained by the Municipal Operations & Programs.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Const. (Streets & Parking)							-
Maintenance	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Cleaning Bricks & Repairs							-
Amenities						-	-
Total Costs	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Parkade Assessment							-
Road Use Tax							-
TIF-Downtown	10,000	10,000	10,000	10,000	10,000	10,000	60,000
							-
							-
Total Source	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Funding Source:	Project Schedule		Start		Finish		
TIF-DT	60,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction	Annual		Annual		
		Other:					
Total	\$60,000	Total Project	Annual		Annual		

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Street

Project Number:

Project Description:
Trench Shoring Equipment
Public Works/Parks crews have had an increasing need for the use of shoring equipment for trenching projects. This equipment is designed to allow employees to work safely in a trench application or other types of excavation. In the past this equipment had to be borrowed or rented which can cause delays and additional expense when required to rent.



Operations and Maintenance Impact on Budget:
Current:
The initial cost of the equipment will have an impact on the budget.

Long-Term:
Once purchased the equipment will not need to be replaced. Rental costs will be eliminated. Also, project efficiency will be enhanced by not having to wait for rental delivery or wait on borrowing when being used by

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000						15,000
Other							-
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
SCF	15,000						15,000
							-
							-
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
SCF	15,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY19		FY20	
Total	\$15,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

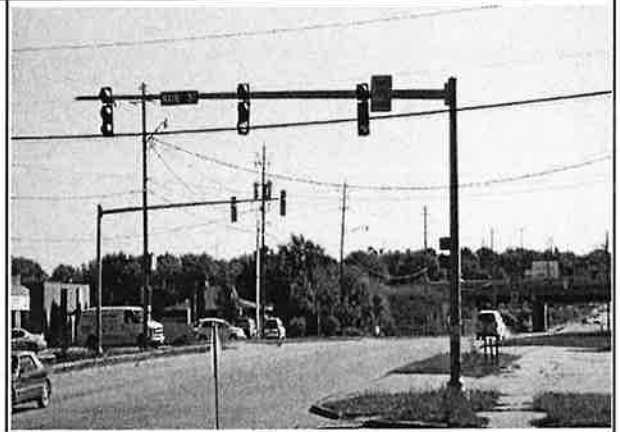
Operations and Maintenance - Traffic

Project Number:

Project Description:

Signalized Intersection Upgrade

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



Operations and Maintenance Impact on Budget:

Current:

This ongoing project will affect the Street Construction Fund.

Long-Term:

Long term operation and maintenance savings will be realized due to the fact that LED's use 90% less electricity and last approximately 10 times longer than incandescent bulbs. Signal maintenance will also be reduced.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Other							-
Total Costs	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Road Use Tax	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
							-
							-
							-
							-
Total Source	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Funding Source:							
SCF	1,200,000	Project Schedule		Start	Finish		
		Design		Annual	Annual		
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual	Annual		
Other:							
Total	1,200,000	Total Project		Annual	Annual		

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

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

Siren upgrades will be required to take place in the coming years. The siren at Black Hawk Lane will need to be relocated as part of the 58/Viking project scheduled for FY19/20. Additional sites will need to be evaluated and added as the city expands south and westward.



Operations and Maintenance Impact on Budget:
Current:
This upgrade will have an impact on the budget.

Long-Term:
Maintenance costs will be reduced by installing modern controllers and siren heads.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	13,000	15,000	15,000	60,000	15,000	15,000	133,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	13,000	15,000	15,000	60,000	15,000	15,000	133,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	13,000	15,000	15,000	60,000	15,000	15,000	133,000
							-
							-
							-
							-
Total Source	13,000	15,000	15,000	60,000	15,000	15,000	133,000
Funding Source:		Project Schedule		Start		Finish	
GR	133,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20		FY25	
		Other:					
Total	\$133,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 1 **ITEM 2.**

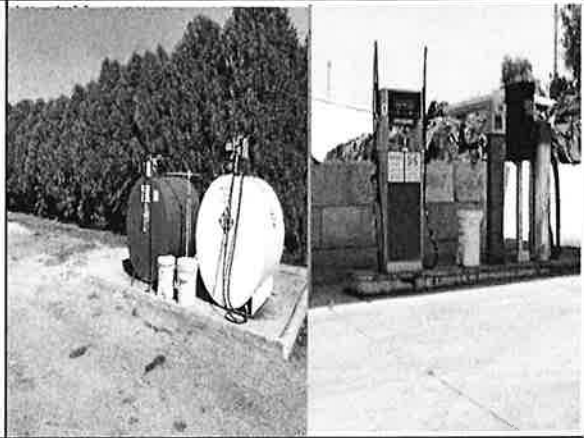
Department:
Public Works

Division:
Operations and Maintenance-Vehicle Maint.

Project Number:

Project Description:
Fuel System Upgrade

This project will include an upgrade to the fuel island at the Bluff Street Complex along with electronic upgrade for both fuel sites. The current technology being used to identify vehicles is outdated. Parts and support are no longer available for the Vehicle Identification Units. This project also includes upgrading non-compliant fuel tanks at 606 Union Road and Pheasant Ridge golf course.



Operations and Maintenance Impact on Budget:
Current:
The initial impact will consist of purchasing and installation of electronic equipment.

Long-Term:
System will provide accurate tracking of fuel usage ensuring proper service intervals. Cutting down on unnecessary service. Additionally, a savings will be realized with fewer expenditures on replacement

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	80,000	95,000					175,000
Other							-
Total Costs	80,000	95,000	-	-	-	-	175,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Street Construction Fund		95,000					95,000
Golf Improvement Fund	80,000						80,000
							-
Total Source	80,000	95,000	-	-	-	-	175,000
Funding Source:			Project Schedule	Start	Finish		
SCF	95,000		Design				
GIF	80,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY20	FY21		
			Other:				
Total	\$175,000		Total Project				

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Works

Division:

Operations and Maintenance - Vehicle Maint.

Project Description:

Public Safety Fire Tank Truck

The water transport tanker truck used in Public Safety is in line for replacement. The truck chassis is a 1992 and is underpowered for hauling water. The tanker truck is utilized to transport water to rural areas without water service provided. It is also utilized for mutual aid to other municipal fire departments.



Operations and Maintenance Impact on Budget:

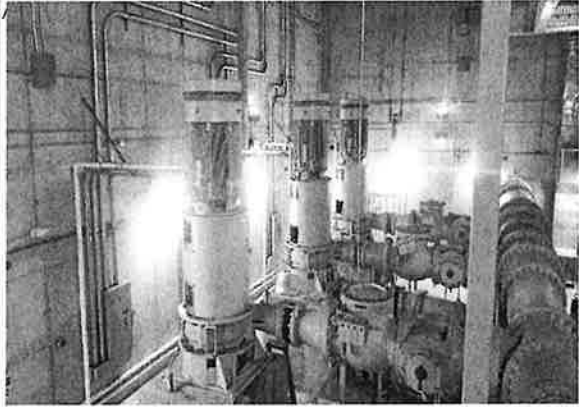
Current:

The purchase will take place using GO

Long-Term:

Maintenance and upkeep should decrease and dependability should increase with the purchase of a new unit.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		200,000					200,000
Other							-
Total Costs	-	200,000	-	-	-	-	200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond		200,000					200,000
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
CF Community Foundation							-
REF							-
RUT							-
							-
							-
Total Source	-	200,000	-	-	-	-	200,000
Funding Source:			Project Schedule		Start		Finish
GO	200,000		Design				
	-		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY21		FY21
Total	200,000		Total Project				

City of Cedar Falls Capital Improvement Program				CIP Number: 192			
Department: Public Works		Division: Water Reclamation		Project Number:			
Project Description: 17th Street Lift Station Pump Repairs One of the pumps at 17th Street Lift Station has a seal to replace after building heat was lost and a water line froze. This is a complicated process with these very large pumps.							
Operations and Maintenance Impact on Budget: Current: This will have minimal impact on the current budget. Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			60,000				60,000
Total Costs	-	-	60,000	-	-	-	60,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF			60,000				60,000
							-
							-
Total Source	-	-	60,000	-	-	-	60,000
Funding Source:	Project Schedule		Start		Finish		
SRF	60,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:	FY22		FY22		
Total	\$60,000	Total Project	FY22		FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Water Reclamation

Project Number:

Project Description:

Building Maintenance

This is an expense once every five years to include block repair, waterproofing and tuck-pointing as needed on the block buildings maintained by the Water Reclamation Division.



Operations and Maintenance Impact on Budget:


Current:


This project should have little impact on the budget.

Long-Term:

This work waterproofs the concrete block and reduces the need for major repairs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		30,000					30,000
Total Costs	-	30,000	-	-	-	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund		30,000					30,000
							-
							-
							-
							-
Total Source	-	30,000	-	-	-	-	30,000
Funding Source:			Project Schedule	Start	Finish		
SRF	30,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY21	FY21		
Total	\$30,000		Total Project	FY21	FY21		

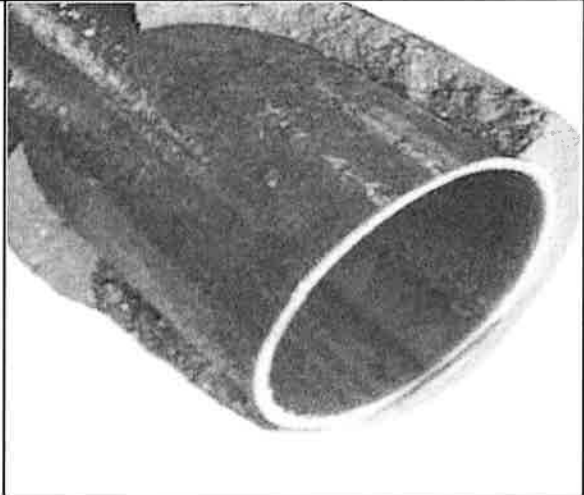
City of Cedar Falls Capital Improvement Program				CIP Number: 194			
Department: Public Works		Division: Water Reclamation		Project Number:			
Project Description: Facility Master Plan Update							
<p>The IDNR requires an update to the facility Nutrient Reduction Plan to be submitted by May 1, 2021. This will update a 'Master Plan' for the facility to help with planning for nutrient reduction and other future regulatory changes. Alternate options for meeting future permit requirements will be explored, including emerging technologies. This will assist in the continued partnership with Waterloo to explore the possibilities on a regionalized facility.</p>							
Operations and Maintenance Impact on Budget:							
Current: This should not have a significant impact on the budget.							
Long-Term: This plan includes fiscal planning as well as planning for treatment and collection system upgrade options.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	185,000	85,000					270,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	185,000	85,000	-	-	-	-	270,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Sanitary Sewer Rental Fu	185,000	85,000					270,000
							-
							-
Total Source	185,000	85,000	-	-	-	-	270,000
Funding Source:		Project Schedule		Start		Finish	
SRF		270,000		Design		FY20	
				Land/Right of Way			
				Utility Relocation			
				Construction			
				Other:			
Total	\$270,000	Total Project		FY20		FY21	

City of Cedar Falls Capital Improvement Program				CIP Number 195			
Department: Public Works		Division: Water Reclamation Division		Project Number:			
Project Description: First Stage Trickling Filter Arms The arms on the First Stage Trickling Filters have many holes in them and need to be replaced. This is for the equipment only. Replacement will be finished with staff doing the work.							
Operations and Maintenance Impact on Budget: Current: Long-Term: none							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		80,000					80,000
Other							-
Total Costs	-	80,000	-	-	-	-	80,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF		80,000					80,000
							-
							-
Total Source	-	80,000	-	-	-	-	80,000
Funding Source:			Project Schedule	Start	Finish		
SRF	80,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY21	FY21		
Total	\$80,000		Total Project	FY21	FY21		

City of Cedar Falls Capital Improvement Program CIP Number 196

Department: Public Works Division: Water Reclamation Project Number:

Project Description:
 Hudson Road Lining
 This project involves lining decaying concrete lines along Hudson Road.



Operations and Maintenance Impact on Budget:
 Current:
 This should not have a significant impact on the budget. The dollar amount for this will be taken from annual sliplining. This is another lining technology where CIPP lining is not suitable.
 Long-Term:
 None

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		50,000	50,000				100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	50,000	50,000	-	-	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Sanitary Sewer Rental Fu		50,000	50,000				100,000
							-
							-
Total Source	-	50,000	50,000	-	-	-	100,000

Funding Source:	Project Schedule	Start	Finish
SRF 100,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY21	FY22
	Other:		
Total	Total Project	FY21	FY22

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

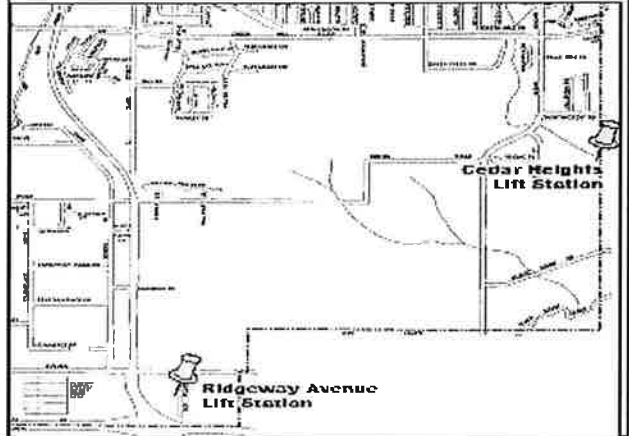
Department:
Public Works

Division:
Water Reclamation Division

Project Description:

Lift Station Electrical Generator

This is for a large portable generator. Improvements at Park Drive lift station have created this need. Currently we have just one generator that can be used at four lift stations. If we have widespread power loss we will not be able to keep these lift stations operational. A portable generator is more versatile and less expensive than an in-place generator. This could also be used during other City emergencies, such as flooding or severe wind storms when auxiliary power may be needed.



Operations and Maintenance Impact on Budget:

Current:

This project will have minimal impact on the budget.

Long-Term:

None

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish			60,000				60,000	
Other							-	
Total Costs	-	-	60,000	-	-	-	60,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Sewer Rental Fund			60,000				60,000	
							-	
							-	
							-	
							-	
Total Source	-	-	60,000	-	-	-	60,000	
Funding Source:	Project Schedule			Start	Finish			
SRF	60,000	Design						
		Land/Right of Way						
		Utility Relocation						
		Construction			FY22	FY22		
		Other:						
Total	\$60,000	Total Project			FY22	FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

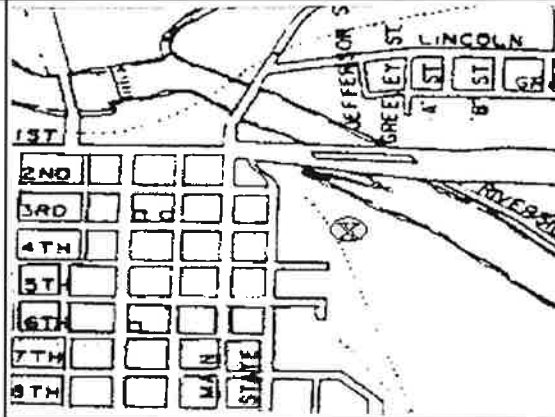
Water Reclamation

Project Number:

Project Description:

Nutrient Removal/Facility Plan

This is an area DNR/EPA will focus on in the future. Nutrients (nitrogen, primarily and phosphorous potentially) pose potential problems in the river. The timeline is uncertain. We have started the evaluation process for this project and have limited information so the dollar amount is only a rough estimate. In coordination with this project, we will also study the Water Rec. Facility to determine if more space is needed to comply with DNR regulations.



Operations and Maintenance Impact on Budget:

Current:

Sewer Rental Bonds will need to be sold and sewer rates will be impacted.

Long-Term:

This will have an impact on the Operating Budget by increasing sewer rental fees to cover the cost of bond repayment.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			-			2,000,000	2,000,000
Land/Right of Way							-
Utility Relocation							-
Construction				-		58,000,000	58,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	60,000,000	60,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bonds			-	-		60,000,000	60,000,000
							-
							-
							-
Total Source	-	-	-	-	-	60,000,000	60,000,000
Funding Source:			Project Schedule	Start		Finish	
SRB-8	60,000,000		Design	FY25		FY25	
			Land/Right of Way				
			Utility Relocation				
			Construction	FY25		FY25	
			Other:				
Total	\$60,000,000		Total Project	FY25		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Water Reclamation Division

Project Description:

Oak Park Sewer Replacement Project

This line runs through private property along property bordering 929 & 941 Oak Park Boulevard with an elevated portion through a wooded ravine. The elevated portion collapsed in December of 2018 and a temporary repair was made. A permanent repair will need to be made as soon as possible to avoid overflows or basement back-ups.



Operations and Maintenance Impact on Budget:

Current:

This project will have added impact on SRF funds.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	113,000						113,000
Land/Right of Way	7,000						7,000
Utility Relocation							-
Construction	245,000						245,000
Landscaping	10,000						10,000
Equipment & Furnish							-
Other							-
Total Costs	375,000	-	-	-	-	-	375,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund	375,000						375,000
							-
							-
							-
							-
Total Source	375,000	-	-	-	-	-	375,000
Funding Source:		Project Schedule		Start		Finish	
SRF	375,000	Design		FY19		FY20	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20		FY20	
		Other:					
Total	\$375,000	Total Project		FY20		FY20	

City of Cedar Falls Capital Improvement Program

CIP Number: 200

ITEM 2.

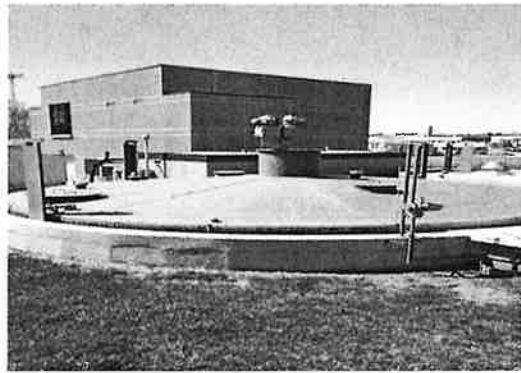
Department:
Public Works

Division:
Water Reclamation

Project Number:

Project Description:
Plant Digester Rehabilitation

Rehabilitation of the plant digesters is needed to update, repair, and replace existing digesters to meet future regulations and population growth.



Operations and Maintenance Impact on Budget:
Current:
Sewer Rental Bonds will need to be sold and sewer rates will be impacted.

Long-Term:

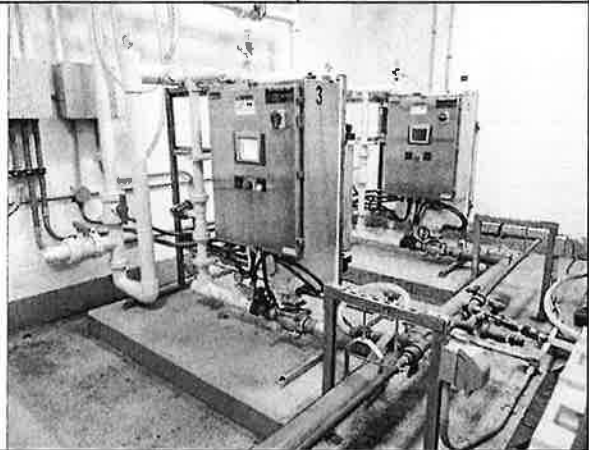
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			1,600,000				1,600,000
Land/Right of Way							-
Utility Relocation							-
Construction				8,000,000			8,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	1,600,000	8,000,000	-	-	9,600,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bonds			1,600,000	8,000,000			9,600,000
							-
							-
							-
Total Source	-	-	1,600,000	8,000,000	-	-	9,600,000

Funding Source:		Project Schedule		Start	Finish
SRB	9,600,000	Design		FY22	FY22
		Land/Right of Way			
		Utility Relocation			
		Construction		FY23	FY23
		Other:			
Total	\$9,600,000	Total Project			

City of Cedar Falls Capital Improvement Program CIP Number 201

Department: Public Works Division: Water Reclamation Division Project Number:

Project Description:
Polymer Pumps
 The polymer system for the biosolids processing equipment are very difficult to get parts for. This is a very complex system and should be replaced as a complete unit.



Operations and Maintenance Impact on Budget:
 Current:
 Long-Term:
 none

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish				75,000			75,000
Other							-
Total Costs	-	-	-	75,000	-	-	75,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF				75,000			75,000
							-
							-
Total Source	-	-	-	75,000	-	-	75,000

Funding Source:	Project Schedule	Start	Finish
SRF 75,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY23	FY23
Total	Total Project	FY23	FY23

City of Cedar Falls Capital Improvement Program

CIP Number

ITEM 2.

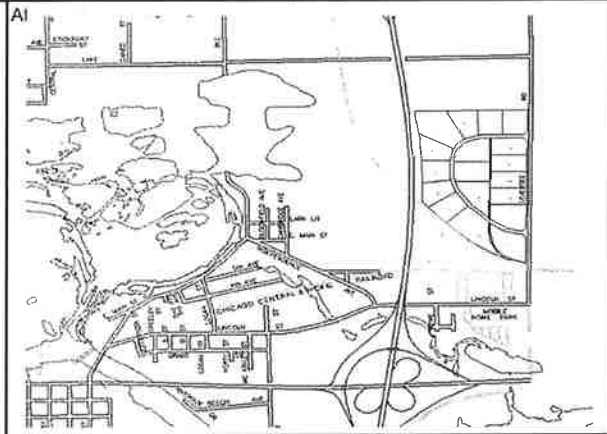
Department:
Public Works

Division:
Water Reclamation Division

Project Description:

Sanitary Sewer Infiltration & Inflow Reduction Project

This project is aimed at reducing extraneous flows to the Water Reclamation Facility during wet weather, in response to pressure from EPA and DNR. It could encompass a program to grout lateral service lines and/or involve property owners in disconnecting footing drain connections and illegal sump pump connections to the sanitary sewer.



Operations and Maintenance Impact on Budget:

Current:

Sewer rates may have to be adjusted to cover the cost of this project.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	25,000	25,000	25,000	25,000	20,000	20,000	140,000
Total Costs	25,000	25,000	25,000	25,000	20,000	20,000	140,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund	25,000	25,000	25,000	25,000	20,000	20,000	140,000
							-
							-
							-
							-
Total Source	25,000	25,000	25,000	25,000	20,000	20,000	140,000
Funding Source:	Project Schedule		Start		Finish		
SRF	140,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$140,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Water Reclamation

Project Number:

Project Description:

Sanitary Sewer Spot Repairs/Emergency

Some streets that are to be reconstructed or overlaid have damaged spots in the sanitary sewer and are repaired prior to the street's improvement in an effort to keep the street's surface integrity from being affected by sewer repairs. These funds may also be used if emergency repairs need to be made.



Operations and Maintenance Impact on Budget:

Current:

This has been an ongoing program and should not have a significant impact on the current budget.

Long-Term:

This program helps improve the sanitary sewer system and protects the integrity of the system.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund	30,000	30,000	30,000	30,000	30,000	30,000	180,000
							-
							-
							-
Total Source	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Funding Source:	Project Schedule		Start		Finish		
SRF	180,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		As needed		As needed	
		Other:					
Total	\$180,000	Total Project		As needed		As needed	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

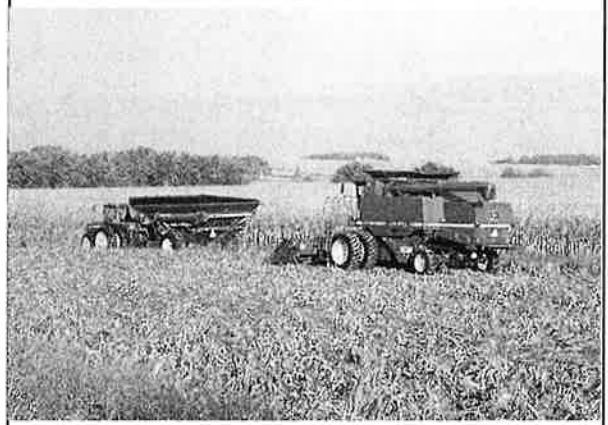
Water Reclamation

Project Number:

Project Description:

Sartori Trust Farm Improvements

This farm is used extensively for our biosolids land application program and generates revenue for the Health Trust Fund. Improvements are needed periodically either to satisfy USDA requirements, or to solve problems the tenant or city may be having, or enhance productivity of the soil.



Operations and Maintenance Impact on Budget:

Current:

Minimal impact on Sewer Rental Fund.

Long-Term:

Maintaining the property to meet USDA farm program requirements will insure our eligibility to participate in these beneficial programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping		20,000					20,000
Equipment & Furnish							-
Other							-
Total Costs	-	20,000	-	-	-	-	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Funds							-
Health Trust		20,000					20,000
							-
							-
							-
Total Source	-	20,000	-	-	-	-	20,000

Funding Source:

HT	20,000
<hr/>	
Total	\$20,000

Project Schedule	Start	Finish
Design		
Land/Right of Way		
Utility Relocation		
Construction		
Other:	FY18	FY21
Total Project	FY18	FY21

City of Cedar Falls Capital Improvement Program

CIP Number: 205

Department:
Public Works

Division:
Water Reclamation

Project Number:

Project Description:
Sewer Collection System Expansion Study

In order to prepare for future growth, planning of infrastructure needs to be completed with information and understanding of the condition and size of the current system and how best to proceed with extending this. An outside engineering firm with expertise in this area will be utilized to move forward with this.



Operations and Maintenance Impact on Budget:
Current:
This should be completed over three years and will have an impact on the current budget.

Long-Term:
This process will help the expansion of the sewer system proceed in a planned manner to help eliminate replacing undersized lines in the future. Some of the costs will be absorbed by developers as areas are expanded into.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design	50,000	250,000	250,000				550,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	250,000	250,000	-	-	-	550,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - S Industrial Park							-
Sewer Rental Fund	50,000	250,000	250,000				550,000
							-
Total Source	50,000	250,000	250,000	-	-	-	550,000
Funding Source:	Project Schedule		Start		Finish		
SRF	550,000	Design	FY20		FY22		
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$550,000	Total Project	FY20		FY22		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Water Reclamation

Project Number:

06.2417

Project Description:

Slipline Existing Sanitary Sewers

An ongoing process of repair and refurbishing existing sewer lines. A very cost effective method of increasing the strength of a line while decreasing the infiltration. A decrease in infiltration is very beneficial to the WWTP.



Operations and Maintenance Impact on Budget:

Current:

This has been an ongoing program and does have a significant impact on the current budget.

Long-Term:

This program helps improve the sanitary sewer system and protect the integrity of the system.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	250,000	200,000	200,000	250,000	250,000	250,000	1,400,000
Total Costs	250,000	200,000	200,000	250,000	250,000	250,000	1,400,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund		200,000	200,000	250,000	250,000	250,000	1,150,000
CDBG	250,000						250,000
							-
							-
Total Source	250,000	200,000	200,000	250,000	250,000	250,000	1,400,000
Funding Source:		Project Schedule		Start		Finish	
SRF	1,150,000	Design					
CDBG	250,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$1,400,000	Total Project		Annual		Annual	

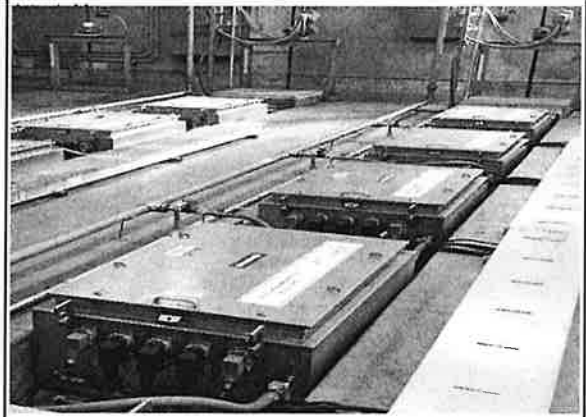
City of Cedar Falls Capital Improvement Program

CIP Number: 2 **ITEM 2.**
 Project Number:

Department:
Public Works

Division:
Water Reclamation

Project Description:
UV Disinfection Bulb Replacement
 The bulbs used in the disinfection process have a lifespan of 1200 hours. They will need to be replaced to maintain permit requirements.



Operations and Maintenance Impact on Budget:
 Current:
 Sewer rates have been adjusted to allow for this and other upgrades.
 Long-Term:
 This is a recurring cost.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish				60,000			60,000
Other							-
Total Costs	-	-	-	60,000	-	-	60,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sanitary Sewer Rental Fu				60,000			60,000
							-
							-
							-
Total Source	-	-	-	60,000	-	-	60,000
Funding Source:	Project Schedule		Start		Finish		
SRF	60,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY23		FY23	
Total	\$60,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number:

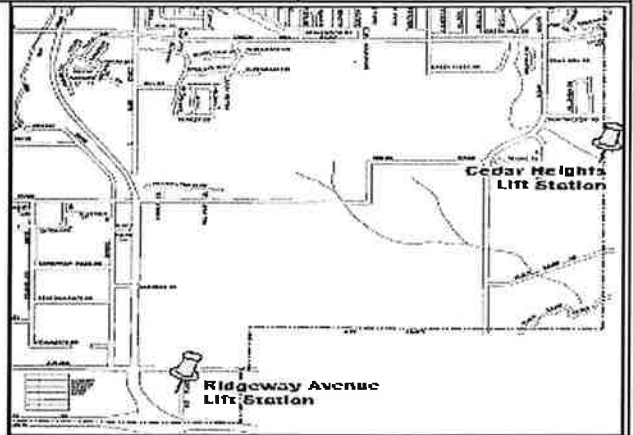
ITEM 2.

Department:
Public Works

Division:
Water Reclamation Division

Project Description:
Water Line Extensions

The Cedar Heights and Ridgeway lift stations are the largest lift stations still using well water. The quality of the water could be improved and maintenance on the well pumps and water supply systems could be eliminated if served by city water. This situation could be improved by extending city water to these stations as soon as a city main is laid in close proximity. The treatment plant feed line is only 4", is over 50 years old and needs to be upsized to 8" and fed through a heated structure. The Lakewood lift station does not have any fresh water. These funds could be used for any of these projects as circumstances allow.



Operations and Maintenance Impact on Budget:
Current:
This project will have some impact on the budget.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000						100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	-	-	-	-	-	100,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund	100,000						100,000
							-
							-
							-
							-
Total Source	100,000	-	-	-	-	-	100,000
Funding Source:		Project Schedule		Start	Finish		
SRF	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY20	FY20		
		Other:					
Total	\$100,000	Total Project		FY20	FY20		

City of Cedar Falls Capital Improvement Program

CIP Number: 2 **ITEM 2.**

Department:
Public Safety Services

Division:
Fire Operations

Project Number:

Project Description:
AED
AED units are used in medical emergencies involving cardiac arrest. These units typically have a 10 year life span, although from time to time may need to be replaced sooner due to upgrades or other requirements. Batteries and pads need to be replaced often due to expiration dates. The Fire Department is responsible for the AED program through out the City. There are 25 AEDs in the city.



Operations and Maintenance Impact on Budget:
Current:
There are some maintenance costs that will effect the fire operations budget.
Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000			15,000			30,000
Other							-
Total Costs	15,000	-	-	15,000	-	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue	15,000			15,000			30,000
							-
							-
							-
							-
Total Source	15,000	-	-	15,000	-	-	30,000

Funding Source:	Project Schedule	Start	Finish
GR \$30,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY20	FY23
Total	Total Project	FY20	FY23

City of Cedar Falls Capital Improvement Program		CIP Number: 212
Department: Public Safety Services	Division: Police	Project Number: 05.2370

Project Description:
Ballistic Vest Replacement
 Scheduled replacement of Bullet Resistant Vests. FY20: 30 vests; FY21: 15 vests; FY22: 21 vests; FY23: 13 vests; FY24: 16 vests. Police officers are required to wear ballistics vests during patrol functions. The vests have a lifespan of 5 years. These purchases are for the replacement of expired vests and purchases for new hires.



Current:
 There will be no effect on the General Fund Operating Budget since these vests are being purchased with grant funds and forfeiture funds.
Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	12,750	6,750	6,750	9,750	12,000		48,000
Other							-
Total Costs	12,750	6,750	6,750	9,750	12,000	-	48,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding	6,375	3,375	3,375	4,875	6,000		24,000
Local Sales Tax							-
Capital Projects							-
Police Forfeiture	6,375	3,375	3,375	4,875	6,000		24,000
Police Block Grant							-
Donations							-
							-
Total Source	12,750	6,750	6,750	9,750	12,000	-	48,000
Funding Source:		Project Schedule		Start		Finish	
F/S	24,000	Design					
PF	24,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY 19		FY24	
Total	\$48,000	Total Project		FY 19		FY24	

City of Cedar Falls Capital Improvement Program		CIP Number: 213
Department: Public Safety Services	Division: Police	Project Number:

Project Description:
Equipment Reserve
 For the purchase of various police equipment for reserve officers. The department supplements policing efforts with the use of reserve officers. This fund helps to equip the reserve officers with needed equipment.



Operations and Maintenance Impact on Budget:
Current:
 By maintaining a reserve of police equipment, fluctuations in the operating budget will not occur when equipment needs to be purchased.
Long-Term:
 Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	9,000	9,000	9,000	9,000	9,000	9,000	54,000
Other							-
Total Costs	9,000	9,000	9,000	9,000	9,000	9,000	54,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue	9,000	9,000	9,000	9,000	9,000	9,000	54,000
							-
							-
							-
							-
Total Source	9,000	9,000	9,000	9,000	9,000	9,000	54,000
Funding Source:		Project Schedule		Start		Finish	
GR	54,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$54,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number: 2 **ITEM 2.**

Department:
Public Safety Services

Division:
Police

Project Number:

Project Description:

Forensic Cellphone & Tablet Equipment

The Public Safety Department currently owns a Cellbrite Forensic Kit that is used to examine cellphones and tablets as needed for criminal investigation. The unit is used weekly to examine phones. As with most technology these units need upgraded or replaced regularly in order to analyze the newer lines of phones that come out annually. This unit needs expensive upgrades annually or replaced completely every few years.



Operations and Maintenance Impact on Current:

Long-Term:
Annual repair and maintenance will impact the operating budgets after any warranties expire.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			10,000				10,000
Other	-		-		-	-	-
Total Costs	-	-	10,000	-	-	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	-		-		-	-	-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue			10,000				10,000
							-
							-
							-
Total Source	-	-	10,000	-	-	-	10,000
Funding Source:			Project Schedule		Start	Finish	
GR	10,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY22		FY22
Total	\$10,000		Total Project		FY22		FY22

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Project Number:

Department:

Public Safety Services

Division:

Police

Project Description:

In Car Camera

The Police Department has in-car camera systems in each of the 12 patrol vehicles. Each police officer has a body camera. The camera systems record audio and video of all police activity. The car cameras and body cameras do link together providing side by side synched viewing. The current cameras are expected to reach the end of their life expectancy in 2023. The in-car camera system and body cameras are expected by courts and the public in this modern day of policing and technology.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

Long-Term:

Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			120,000				120,000
Other							-
Total Costs	-	-	120,000	-	-	-	120,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue			120,000				120,000
							-
							-
Total Source	-	-	120,000	-	-	-	120,000
Funding Source:	Project Schedule		Start		Finish		
GR	120,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY22	
Total	\$120,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program

CIP Number: 216

Department:
Public Safety Services

Division:
Police

Project Number:

Project Description:
Lab and Investigative Equipment

The Police Department processes many crime scenes each year. This requires a wide variety of equipment, including static print lifter, camera equipment, fumer, laser fingerprint light and other equipment. Equipment is replaced as needed or added if a need arises. Technology frequently changes and new tools are created that can be of aid during investigations.



Operations and Maintenance Impact on Budget:
Current:

Long-Term:
Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		10,000					10,000
Other							-
Total Costs	-	10,000	-	-	-	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue		10,000					10,000
							-
							-
							-
							-
							-
Total Source	-	10,000	-	-	-	-	10,000

Funding Source:	Project Schedule	Start	Finish
GR 10,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY21	FY21
	Total	Total Project	FY21

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Safety Services

Division:

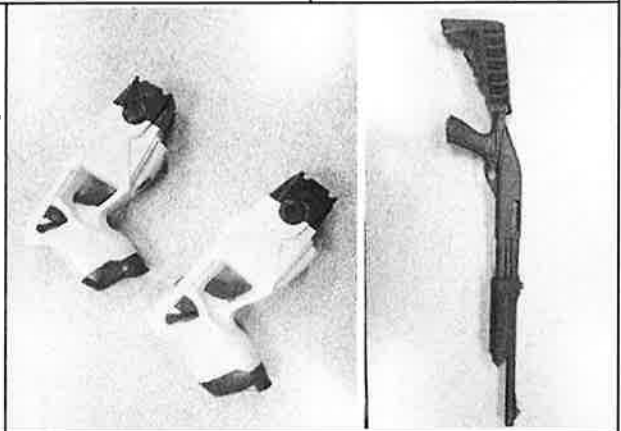
Police

Project Number:

Project Description:

Weapons

The Police Division has an inventory of handguns, rifles, shotguns and Tasers that need replaced on a 5 to 10 year basis. The weapons are a necessary piece of equipment for the safety of the public and the police officers. The replacement of the weapons are based upon their useful life and maintenance concerns. The equipment must work when needed. 18 Tasers are scheduled to be replaced in FY21. 15 Shotguns are scheduled to be replaced in FY23.



Operations and Maintenance Impact on Budget:

Current:

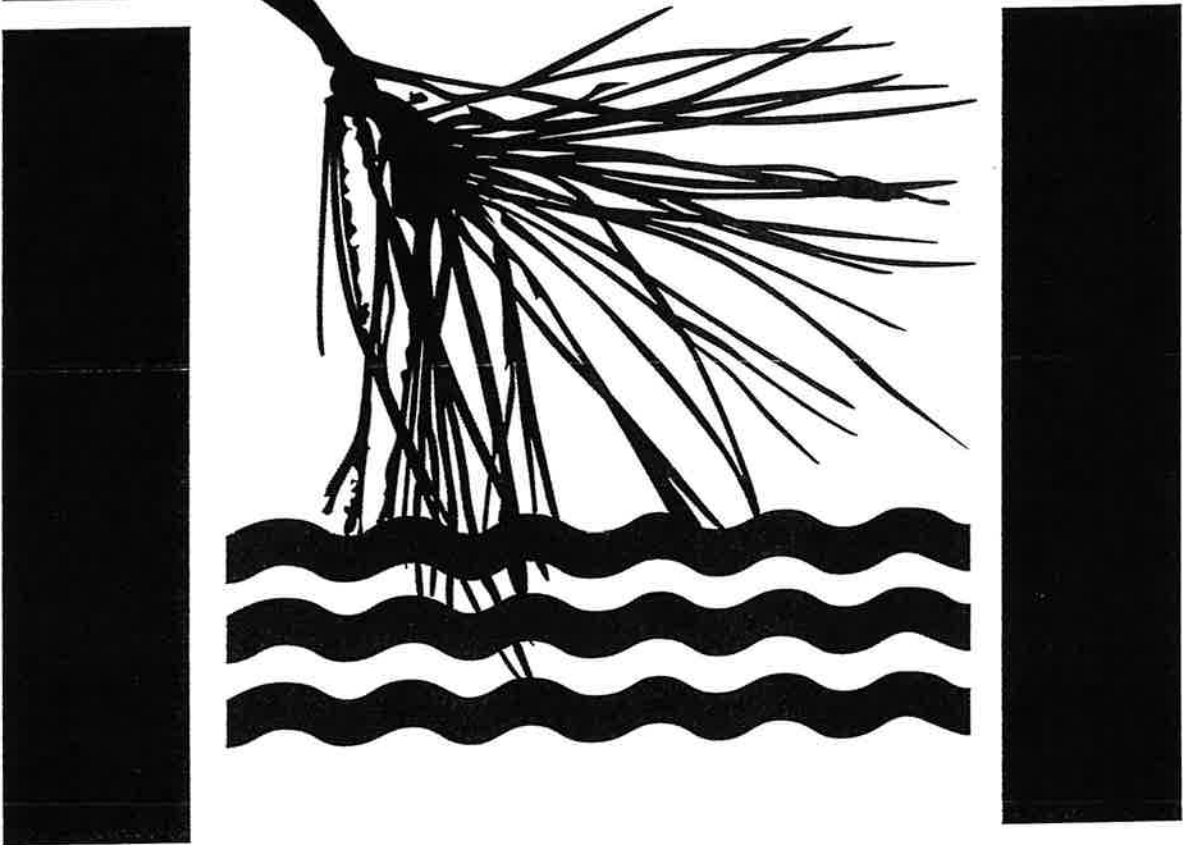
Minimal cost to maintain this equipment. Normal operating budget can afford these costs.

Long-Term:

Long-term costs are handled with the annual budget with the exception of the replacement of the equipment.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		18,000		7,500			25,500
Other							-
Total Costs	-	18,000	-	7,500	-	-	25,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue		18,000		7,500			25,500
							-
							-
Total Source	-	18,000	-	7,500	-	-	25,500
Funding Source:	Project Schedule		Start		Finish		
GR	25,500	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY21		FY23	
Total	\$25,500	Total Project		FY21		FY 23	

C · E · D · A · R



F · A · L · L · S

Iowa

**FY20 - FY25 CAPITAL IMPROVEMENTS PROGRAM SUMMARY
CITY OF CEDAR FALLS
LIST OF UNMET NEEDS**

#	PROJECT	DEPT/ DIV	REQUESTED AMOUNT
A	Industrial Park Expansion (Phase VII & VIII)	ADM/ED	7,000,000
B	Parking Lot: City Hall	FBO/PARKING	70,000
C	Parking Lot: James Drive Trail Access	FBO/PARKING	210,000
D	Recreation Center Expansion & Land Acquisition	CD/INSPECT	6,000,000
E	Center Street Trail - Paved Shoulder	CD/PLAN	473,000
F	Cedar River Safety & Recreational Improvements - Phase II	CD/PLAN	15,000,000
G	Birdsall Fencing	CD/REC	75,000
H	New HS Pool Contribution	CD/REC	1,200,000
I	Falls-Splash Pad Installation	CD/REC	225,000
J	Rec Camera's	CD/REC	52,000
K	Bridges/Culverts: Bridge Handrail - Center St. & N. Main	PW/ENG	433,000
L	Bridges/Culverts: Tremont Street Bridge Replacement	PW/ENG	497,500
M	Bridges/Culverts: W. 12th Street Culvert (Near Union Road)	PW/ENG	275,000
N	Industrial & City Development: Capital Way Street Extension	PW/ENG	95,500
O	Industrial & City Development: Venture Way Street Extension	PW/ENG	67,500
P	Industrial & City Development: Waterway Avenue Extension	PW/ENG	255,000
Q	Sidewalks/Trails: Cedar Heights Drive Shoulder Improvements	PW/ENG	325,000
R	Sidewalks/Trails: Center Street (Lone Tree - Dunkerton)	PW/ENG	262,500
S	Sidewalks/Trails: Danish Drive Infill	PW/ENG	8,000
T	Sidewalks/Trails: Devlin Circle Sidewalk Infill	PW/ENG	10,000
U	Sidewalks/Trails: Hudson Road Trail - Prairie Lakes	PW/ENG	560,000
V	Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus	PW/ENG	1,000,000
W	Sidewalks/Trails: Magnolia Drive Sidewalk Infill	PW/ENG	26,000
X	Sidewalks/Trails: McClain Drive Sidewalk Infill	PW/ENG	50,000
Y	Sidewalks/Trails: State Street Infill	PW/ENG	6,000
Z	Sidewalks/Trails: Valley High Drive Sidewalk Infill	PW/ENG	15,000
AA	Sidewalks/Trails: Veralta Infill	PW/ENG	45,000
BB	Sidewalks/Trails: W. 8th Street Sidewalk Infill	PW/ENG	60,000
CC	Sidewalks/Trails: W. 12th Street Sidewalk Infill	PW/ENG	25,000
DD	Storm Water: Greenwood Cemetery Slope Repair Project	PW/ENG	200,000
EE	Storm Water: Nordic Ridge Water Quality Improvements	PW/ENG	200,000
FF	Storm Water: North Cedar Drainage	PW/ENG	2,640,000
GG	Storm Water: Terrace Drive Storm Sewer Extension	PW/ENG	200,000
HH	Streets: Ashworth Drive Extension	PW/ENG	275,000
II	Streets: Barnett Drive Extension	PW/ENG	1,800,000

ITEM 2.

JJ	Streets: Greenhill Road Corridor Lighting	PW/ENG	198,000
KK	Streets: Greenhill Road/University Avenue Landscaping	PW/ENG	176,000
LL	Streets: Hudson Rd. - W. 27th St. Intersection Improvements	PW/ENG	940,000
MM	Streets: Union Road Phase II - From 27th to 12th St.	PW/ENG	2,715,000
NN	Streets: West 18th Street Extension	PW/ENG	250,000
OO	Parkland Purchase	PW/PARK	500,000
PP	Service Club Entrance Sign	PW/PARK	50,000
QQ	Equipment Maintenance Facility Expansion	PW/STR	1,080,000
RR	Greenhill Road Drainage Improvements	PW/STR	287,000
SS	Detention Basin Floor Repair	PW/WTR	30,000
TT	Park Drive Second Forcemain	PW/WTR	1,500,000
UU	Ulrich Park Lift Station	PW/WTR	2,000,000
VV	SW Branch of Dry Run Creek Sanitary Sewer Extension	PW/WTR	3,000,000
WW	Fire Training Facility	PSS/FIRE	500,000
XX	Hazardous Materials Upgrade	PSS/FIRE	10,000
YY	Technical Rescue Equipment & SCBA	PSS/FIRE	45,000
ZZ	Replacement of Thermal Imaging Units	PSS/FIRE	20,000
	TOTAL		\$ 52,937,000

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

Project Description:

Industrial Park Expansion (Phase VII & VIII)

The City of Cedar Falls has completed the expansion of the West Viking Road Industrial Park and development of the Northern Cedar Falls Industrial Park. With that, the City recently acquired 200 acres of ground to continue the expansion of the West Viking Road Industrial Park. This project would plan for the design and construction of infrastructure to prepare this area for industrial development.



Operations and Maintenance Impact on Budget:

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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right-of-Way							-
Utility Relocation							-
Construction						7,000,000	7,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	7,000,000	7,000,000

Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - Unified		-		-		7,000,000	7,000,000
							-
							-
Total Source	-	-	-	-	-	7,000,000	7,000,000

Funding Source:		Project Schedule	
		Start	Finish
TIF - Unified	7,000,000	Design	
		Land/Right of Way	
		Utility Relocation	
		Construction	FY25
		Other:	
Total	\$7,000,000	Total Project	FY20
			FY23

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Finance & Business Administration

Division:
Parking

Project Number:

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



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since General Obligation Bond is being used.
Long-Term:
The parking lot will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					70,000		70,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-		-	70,000	-	70,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					70,000		70,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	70,000	-	70,000
Funding Source:		Project Schedule		Start		Finish	
GO	70,000	Design		FY24		FY24	
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY24		FY24	
Total	\$70,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Finance & Business Administration

Division:
Parking

Project Number:

Project Description:

Parking Lot: James Drive Trail Access

This project would place a 13 stall parking lot on James Drive, just north of Greenhill Road to provide convenient public access to the Cedar Prairie Trails.

Attach Map:



Operations and Maintenance Impact on Budget:


Current:

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

Long-Term:

This parking lot will be maintained by Municipal Operations and Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way		90,000					90,000
Utility Relocation							-
Construction			120,000				120,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	90,000	120,000	-	-	-	210,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond		90,000	120,000				210,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	90,000	120,000	-	-	-	210,000
Funding Source:		Project Schedule		Start		Finish	
GO	210,000	Design		FY22		FY22	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY22		FY22	
		Other:					
Total	\$210,000	Total Project		FY22		FY22	

City of Cedar Falls Capital Improvement Program				CIP Number: D			
Department: Community Development		Division: Inspections		Project Number:			
Project Description: Recreation & Fitness Center Expansion & Land Acquisition The project will add an estimated 7,600 square feet. This addition will allow the City to offer a wider selection of programs and at more times. Fees generated from the increase in membership sales & program fees are anticipated to cover any increase in costs. Plus, this expansion allows classes to be larger, generating additional revenue with no additional staff cost. This addition will allow more flexibility in programming the different areas. The land has already been acquired. This project is pending based on the usage study results.							
Operations and Maintenance Impact on Budget: Current: A portion of this project will be funded through general obligation bonds so it will have a small effect on property taxes. Long-Term: Additional space will mean more maintenance and utility costs.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					500,000		500,000
Land/Right of Way				250,000			250,000
Utility Relocation							-
Construction						4,500,000	4,500,000
Landscaping							-
Equipment & Furnish						750,000	750,000
Other							-
Total Costs	-	-	-	250,000	500,000	5,250,000	6,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects						115,000	115,000
Rec CIP				250,000	165,000	1,000,000	1,415,000
Private					335,000	335,000	670,000
Black Hawk Cnty Gaming						300,000	300,000
Block Grant						500,000	500,000
GFS						3,000,000	3,000,000
Total Source	-	-	-	250,000	500,000	5,250,000	6,000,000
Funding Source:		Project Schedule		Start		Finish	
GO	-	Design		FY24		FY25	
PRIV	670,000	Land/Right of Way					
RCCIP	1,415,000	Utility Relocation					
CP	115,000	Construction		FY25		FY26	
GFS	3,000,000	Other:					
CDBG	500,000						
Gaming Grant	300,000						
Total	6,000,000	Total Project		FY24		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

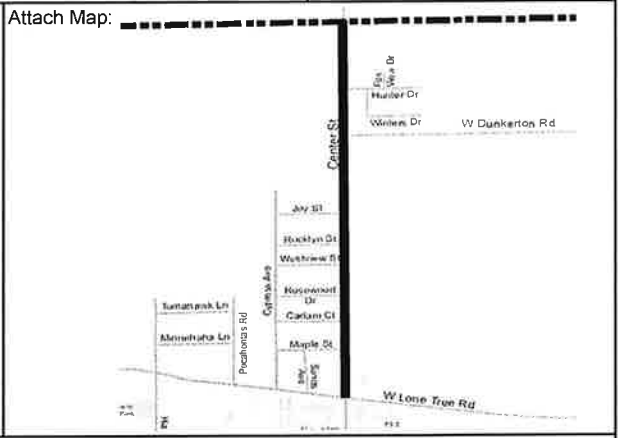
Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
Center Street Trail - Paved Shoulder

The Center Street trail from Lone Tree Road to the north city limits involves a 5-foot wide paved shoulder on both sides of the roadway.



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

Long-Term:
The paved shoulder trail will be maintained by the Municipal Operations and Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				43,000			43,000
Land/Right of Way							-
Utility Relocation							-
Construction					430,000		430,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	43,000	430,000	-	473,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond				43,000	430,000		473,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
							-
							-
							-
							-
Total Source	-	-	-	43,000	430,000	-	473,000
Funding Source:							
GO Bond	473,000						
Total	\$473,000			Total Project	FY23	FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Community Development

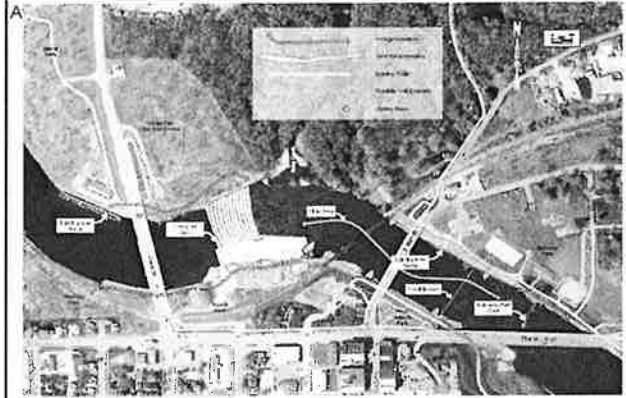
Division:
Planning & Community Services

Project Number:
FL - 033 - 3088

Project Description:

Cedar River Safety and Recreational Improvements Phase II

This project will study and construct a new recreational features to replace the existing Center Street Dam.



Operations and Maintenance Impact on Budget:


Current:

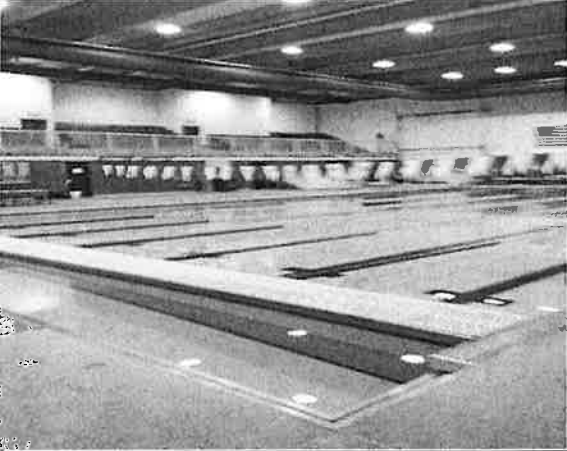
The recreational features will impact the debt service levy.


Long-Term:

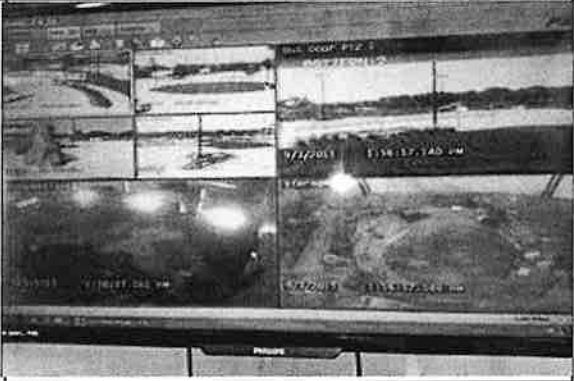
The public improvements will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					1,500,000		1,500,000
Land/Right of Way							-
Utility Relocation							-
Construction						13,500,000	13,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,500,000	13,500,000	15,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond					300,000		300,000
Federal/State Funding						10,000,000	10,000,000
Local Sales Tax							-
Capital Projects							-
Flood Reserve							-
Private					1,200,000	3,500,000	4,700,000
Black Hawk Cnty Gaming							-
							-
							-
Total Source	-	-	-	-	1,500,000	13,500,000	15,000,000
Funding Source:		Project Schedule		Start		Finish	
GO Bond	300,000	Design		FY24		FY25	
F/S	10,000,000	Land/Right of Way					
PRIV	4,700,000	Utility Relocation					
FR	-	Construction		FY25		FY25	
BHCG	-	Other:					
Total	\$15,000,000	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program							CIP Number:	G
Department: Community Development			Division: Recreation			Project Number:		
Project Description: Birdsall Fencing To install a tall protective fence along West 12th Street where the softball complex is located. This is needed in an attempt to prevent trail users and vehicles traveling on 12th Street from being hit by balls during scheduled events on the fields and for drop in usage as well.								
Operations and Maintenance Impact on Budget: Current: None. Just a safety issue. Long-Term: Annual maintenance to keep fence functioning as intended.								
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction			75,000				75,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	-	-	75,000	-	-	-	75,000	
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Player Fund			75,000				75,000	
Capital Projects							-	
Rec CIP							-	
							-	
							-	
							-	
Total Source	-	-	75,000	-	-	-	75,000	
Funding Source:		Project Schedule		Start		Finish		
SBPF		75,000		Design				
				Land/Right of Way				
				Utility Relocation				
				Construction		FY22		
				Other:				
Total		\$75,000		Total Project		FY22		

City of Cedar Falls Capital Improvement Program						CIP Number	
Department: Community Development		Division: Recreation		Project Number:			
Project Description:							
<p>New HS Pool Contribution</p> <p>Like the City did in 75/76 when the indoor pools at Peet and Holmes were built, the City will be asked by the school system to contribute approximately 12% of the construction cost to build a new pool attached to the new High School currently being planned. Since the City is a participant in the planning we can ensure public access 24/7 when it is not being used for school functions. Both Peet and Holmes are at the last of their useful lives without more major costly renovations.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					1,200,000		1,200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,200,000	-	1,200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Rec CIP					700,000		700,000
TIF - Downtown							-
General Fund Savings					500,000		500,000
							-
							-
Total Source	-	-	-	-	1,200,000	-	1,200,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP	700,000	Design					
GFS	500,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY24		FY24	
Total	\$1,200,000	Total Project		FY23		FY24	

City of Cedar Falls Capital Improvement Program						CIP Number	1
Department: Community Development		Division: Recreation		Project Number:			
Project Description:							
Falls- Splash Pad Installation							
Remove & replace Totem Pole water feature with more modern Splash Pad Play Structure.							
Operations and Maintenance Impact on Budget:							
Current:							
Demolition & Replacement costs							
Long-Term:							
Cost to maintain & repair structure							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			25,000				25,000
Land/Right of Way							-
Utility Relocation							-
Construction				200,000			200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	25,000	200,000	-	-	225,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP			25,000	200,000			225,000
							-
							-
Total Source	-	-	25,000	200,000	-	-	225,000
Funding Source:	Project Schedule		Start		Finish		
RC CIP	225,000	Design	FY21		FY21		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY23		FY23		
		Other:					
Total	\$225,000	Total Project	FY21		FY23		

City of Cedar Falls Capital Improvement Program						CIP Number	
Department: Community Development			Division: Recreation			Project Number:	
Project Description:							
<p>Rec Cameras</p> <p>The security/Camera system is not even marginal and needs to be updated with cameras added in numerous locations to protect the public, staff, and most of all the City.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
The debt service levy and the general fund will not be affected by this project since rec fees set aside in a capital projects fund will be used.							
Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		52,000					52,000
Other							-
Total Costs	-	52,000	-	-	-	-	52,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
RC CIP		52,000					52,000
							-
							-
Total Source	-	52,000	-	-	-	-	52,000
Funding Source:		Project Schedule		Start		Finish	
RC CIP		52,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction			
				Other:		FY21	
						FY21	
Total		\$52,000		Total Project		FY21	

City of Cedar Falls Capital Improvement Program

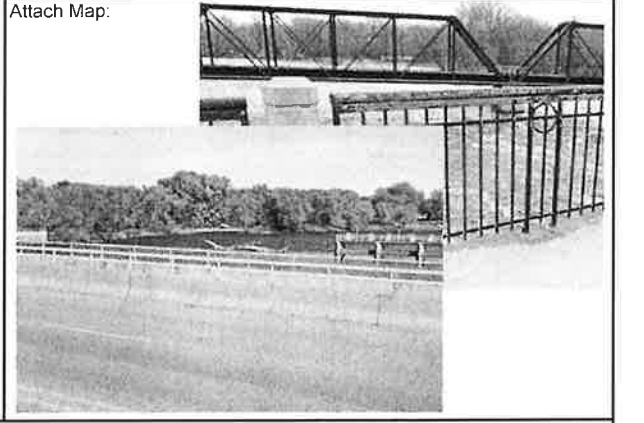
CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Bridges/Culverts: Bridge Handrail - Center St. & N.Main
Center Street Bridge Rail Project will remove and replace the existing galvanized handrail with black decorative rail.
The N. Main Street Bridge Handrail Project would repair the handrail on the N. Main Street Bridge. Currently the N. Main Street Bridge's handrail is peeling its paint and needs to be removed, repainted and reinstalled.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.
Long-Term:
This bridge will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		38,000					38,000
Land/Right of Way							-
Utility Relocation							-
Construction		395,000					395,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	433,000	-	-	-	-	433,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond		433,000					433,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	433,000	-	-	-	-	433,000

Funding Source:	Amount	Project Schedule	Start	Finish
GO	433,000	Design	FY22	FY22
		Land/Right of Way		
		Utility Relocation		
		Construction	FY22	FY22
		Other:		
Total	\$ 433,000	Total Project	FY22	FY22

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Bridges/Culverts: Tremont Street Bridge Replacement

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

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The box culvert will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					50,000		50,000
Land/Right of Way					15,000		15,000
Utility Relocation							-
Construction						432,500	432,500
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	65,000	432,500	497,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond						7,500	7,500
Street Construction Fund						115,000	115,000
Storm Water Fund					65,000	310,000	375,000
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	65,000	432,500	497,500
Funding Source:	Project Schedule			Start		Finish	
GO	7,500	Design		FY24		FY24	
STW	375,000	Land/Right of Way					
SCF	115,000	Utility Relocation					
		Construction		FY25		FY25	
		Other:					
Total	\$497,500	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Bridges/Culverts: West 12th Street Culvert (Near Union Road)
This project would involve the placement of a larger box culvert at this location to better convey large rainfall events.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since storm water funds are being used.

Long-Term:

This culvert will be maintained by Municiple Operations and Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					25,000		25,000
Land/Right of Way							-
Utility Relocation							-
Construction					250,000		250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	275,000	-	275,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund					275,000		275,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	275,000	-	275,000

Funding Source:		Project Schedule	Start	Finish
STW	275,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY24	FY24
		Other:		
Total	\$275,000	Total Project	FY24	FY24

City of Cedar Falls Capital Improvement Program

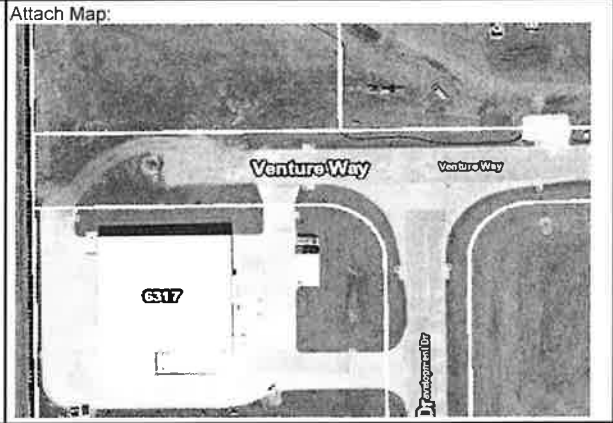
CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

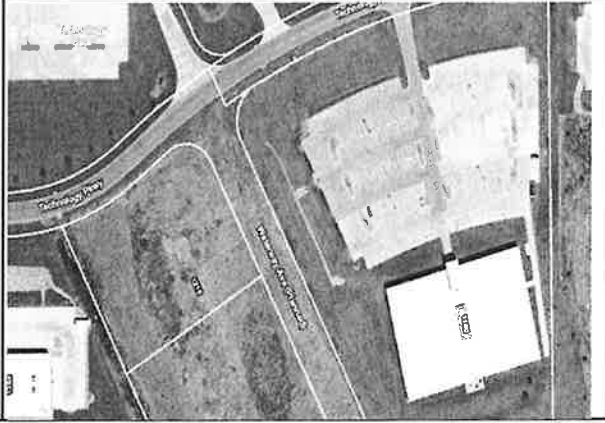
Project Number:

Project Description:
Industrial & City Development: Venture Way Street Extension
This project will extend Venture Way to the limits of the platted area within the industrial park.



Operations and Maintenance Impact on Budget:
Current:
This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.
Long-Term:
The street will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design		7,500					7,500
Land/Right of Way							-
Utility Relocation							-
Construction			60,000				60,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	7,500	60,000	-	-	-	67,500
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing	-	7,500	60,000				67,500
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	7,500	60,000	-	-	-	67,500
Funding Source:			Project Schedule	Start	Finish		
TIF-UN	67,500		Design	FY20	FY20		
	-		Land/Right of Way				
			Utility Relocation				
			Construction	FY21	FY21		
			Other:				
Total	\$67,500		Total Project	FY19	FY21		

City of Cedar Falls Capital Improvement Program				CIP Number:		ITEM 2.	
Department: Public Works		Division: Engineering		Project Number:			
Project Description: Industrial & City Development: Waterway Avenue Extension This project will extend Waterway Avenue to the limits of the platted area within the industrial park.							
Operations and Maintenance Impact on Budget:							
Current: This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.							
Long-Term: The street will be maintained by Municipal Operations & Programs.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				30,000			30,000
Land/Right of Way							-
Utility Relocation							-
Construction				225,000			225,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	255,000	-	-	255,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Tax Increment Financing	-			255,000			255,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	255,000	-	-	255,000
Funding Source:		Project Schedule		Start		Finish	
TIF-UN		255,000		Design		FY21	
				Land/Right of Way			
				Utility Relocation			
				Construction		FY21	
				Other:			
Total		\$255,000		Total Project		FY19	
						FY21	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

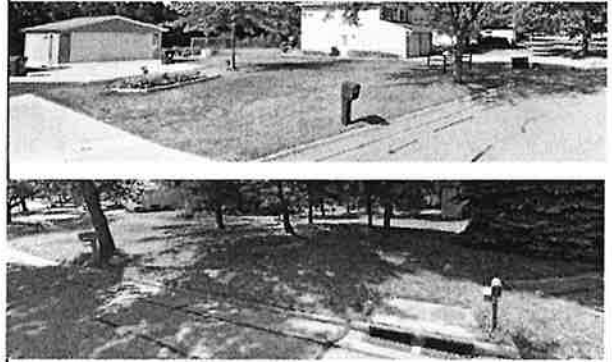
Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Danish Drive Infill

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

Attach Map:



Operations and Maintenance Impact on Budget:
Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					8,000		8,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	8,000	-	8,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					8,000		8,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	8,000	-	8,000
Funding Source:		Project Schedule		Start		Finish	
GO	8,000	Design		FY24		FY24	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$8,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**
 Project Number:

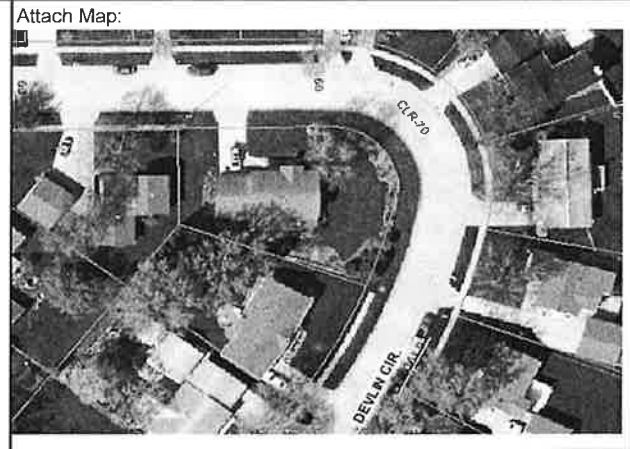
Department:
Public Works

Division:
Engineering

Project Description:

Sidewalks/Trails: Devlin Circle Sidewalk Infill

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



Operations and Maintenance Impact on Budget:

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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					10,000		10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	10,000	-	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					10,000		10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	10,000	-	10,000

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

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Sidewalks/Trails: Hudson Road Trail - Prairie Lakes

This project will construct trail along the east side of Hudson Road from Viking Road to Technology Parkway approximately 3,650 feet.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

The trail will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design			60,000				60,000
Land/Right of Way							-
Utility Relocation							-
Construction				500,000			500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	60,000	500,000	-	-	560,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond			60,000	500,000			560,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	60,000	500,000	-	-	560,000
Funding Source:				Project Schedule	Start	Finish	
GO	560,000			Design	FY22	FY22	
				Land/Right of Way			
				Utility Relocation			
				Construction	FY23	FY23	
				Other:			
Total	\$560,000			Total Project	FY22	FY23	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

 Department:
 Public Works

 Division:
 Engineering

Project Number:

Project Description:
Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus

As recreational trail improvements are developed, UNI requests a recreational trail connection to the Prairie Lakes Trail and Greenhill Trail with UNI's south campus in the Hwy 58 prairie and Upland Forest areas. This project would construct an underpass on Greenhill Road west of Hwy 58.


Operations and Maintenance Impact on Budget:
Current:

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

Long-Term:

The trail will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					1,000,000		1,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,000,000	-	1,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					200,000		200,000
Federal or State Funding					800,000		800,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	1,000,000	-	1,000,000
Funding Source:			Project Schedule		Start		Finish
GO	200,000		Design		FY24		FY24
F/S	800,000		Land/Right of Way				
			Utility Relocation				
			Construction		FY24		FY24
			Other:				
Total	\$1,000,000		Total Project		FY24		FY24

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Sidewalks/Trails: Magnolia Drive Sidewalk Infill

This project would construct sidewalk on the east side of Magnolia Drive from Crescent Drive to Whitetail Drive.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				26,000			26,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	26,000	-	-	26,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond				26,000			26,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	26,000	-	-	26,000
Funding Source:			Project Schedule	Start	Finish		
GO	26,000	Design		FY22	FY22		
		Land/Right of Way					
		Utility Relocation					
		Construction		FY22	FY22		
		Other:					
Total	\$26,000	Total Project		FY22	FY22		

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Valley High Drive Sidewalk Infill

This project will install new sidewalk along Valley High Drive from Veralta Drive to the Hanna Park Addition. This will connect the existing sidewalk for half a block on both sides of the street.



Operations and Maintenance Impact on Budget:

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

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					15,000		15,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	15,000	-	15,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					15,000		15,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	15,000	-	15,000

Funding Source:	15,000	Project Schedule	Start	Finish
GO		Design	FY23	FY23
		Land/Right of Way		
		Utility Relocation		
		Construction	FY23	FY23
		Other:		
Total	\$15,000	Total Project	FY23	FY23

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: W. 8th Street Sidewalk Infill

This project will construct 1250 feet of sidewalk from Division Street to Hudson Road along the south side of W. 8th Street.



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since General Obligation Bond will be used.

Long-Term:

The sidewalk will be maintained by Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					60,000		60,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	60,000	-	60,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond					60,000		60,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	60,000	-	60,000
Funding Source:				Project Schedule	Start	Finish	
GO	60,000			Design	FY24	FY24	
				Land/Right of Way			
				Utility Relocation			
				Construction	FY24	FY24	
				Other:			
Total	\$60,000			Total Project	FY24	FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: W. 12th Street Sidewalk Infill

This project would install 500 feet of sidewalk along the south side of W. 12th Street from Delta Drive to 1902 W. 12th Street.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

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

Long-Term:

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

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						25,000	25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	25,000	25,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
General Obligation Bond						25,000	25,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	25,000	25,000

Funding Source:

GO 25,000

Project Schedule

Start

Finish

Design

FY24

FY24

Land/Right of Way

Utility Relocation

Construction

FY24

FY24

Other:

Total

\$25,000

Total Project

FY24

FY24

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Greenwood Cemetery Slope Repair Project
 This project is a continuation of Greenwood Cemetery Slope Repair to clear sections of the slope, remove the overburden, reconstruct the slope, seed fertilize and mat the surface. Several areas of this slope are currently failing and this project will hopefully prevent any further large slides.



Operations and Maintenance Impact on Budget:
Current:
 This will not impact the debt service levy since the storm water fund is being used.
Long-Term:
 The slope will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				200,000			200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	200,000	-	-	200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Bond				200,000			200,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	200,000	-	-	200,000

Funding Source:		Project Schedule		Start	Finish
STW	200,000	Design			
		Land/Right of Way			
		Utility Relocation			
		Construction		FY23	FY23
		Other:			
Total	\$200,000	Total Project		FY23	FY23

City of Cedar Falls Capital Improvement Program

CIP Number: ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Nordic Ridge Water Quality Improvements
 This project includes installing permeable pavers in the parking lot and drive and biocells and other storm water management items. Funding is being pursued from the State of Iowa for 50% of the project costs.



Operations and Maintenance Impact on Budget:
Current:
 This project will require 50% match from the city of the grant is successful.
Long-Term:
 Long term impacts will include maintenance of the permeable pavers and the biocells.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				100,000	100,000		200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	100,000	100,000	-	200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund				50,000	50,000		100,000
Federal or State Funding				50,000	50,000		100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	100,000	100,000	-	200,000
Funding Source:			Project Schedule	Start	Finish		
STW	100,000		Design				
F/S	100,000		Land/Right of Way				
			Utility Relocation				
			Construction	FY20	FY21		
			Other:				
Total	\$200,000		Total Project	FY20	FY21		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Storm Water: North Cedar Drainage

This project includes the desing and infrastructure to alieve excessive stormwater from oversaturating this northern Cedar Falls housing development.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the Emergency Reserve fund is being used.

Long-Term:

These infrastructure improvements will be maintained by the municipal operations & programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design					240,000		240,000
Land/Right of Way							-
Utility Relocation							-
Construction						2,400,000	2,400,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	240,000	2,400,000	2,640,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Emergency Reserve					240,000	2,400,000	2,640,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	240,000	2,400,000	2,640,000
Funding Source:		Project Schedule		Start		Finish	
ER		2,640,000	Design	FY24		FY24	
			Land/Right of Way				
			Utility Relocation				
			Construction	FY25		FY25	
			Other:				
Total	\$2,640,000	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Storm Water: Terrace Drive Storm Sewer Extension

This project will provide storm sewer on Terrace Drive between University Avenue and Sunray Drive in an area containing no storm sewer in existing street area.



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since the storm water fund is being used.

Long-Term:

The storm sewer will be maintained by the Municipal Operations & Programs.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					200,000		200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	200,000	-	200,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Storm Water Fund					200,000		200,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	200,000	-	200,000

Funding Source:		Project Schedule	Start	Finish
STW	200,000	Design	FY22	FY22
		Land/Right of Way		
		Utility Relocation		
		Construction	FY22	FY22
		Other:		
Total	\$200,000	Total Project	FY22	FY22

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Parkland Purchase

The current City of Cedar Falls Comprehensive Plan provides general areas of the city where future park land should be purchased to provide recreation and open space needs as the city develops to the north, south, east and west. In general terms, the City will be in need of neighborhood parks that range in size from 5 to 15 acres. Exact locations of the land purchases will be determined based on need, growth rates, and willingness of property owners to enter into agreement with the City, etc.



Operations and Maintenance Impact on Budget:
Current:
Staff time to research possible land acquisitions/donations. No operating or maintenance impact until properties are acquired.
Long-Term:
Increased operating budget to maintain the grounds and any structures/improvements that are added to the property.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land Purchase			250,000			250,000	500,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	250,000	-	-	250,000	500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond			250,000			250,000	500,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel Tax							-
							-
							-
							-
Total Source	-	-		-	-	250,000	500,000

Funding Source:	Project Schedule	Start	Finish
GO Bond	500,000		
	Design		
	Land/Right of Way	Ongoing	Ongoing
	Utility Relocation		
	Construction		
	Other:		
Total	\$500,000	Total Project	Ongoing

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

Project Description:
Service Club Entrance Sign
 This project would construct signs at the entrance of Cedar Falls identifying various service club organizations.



Operations and Maintenance Impact on Budget:
 Current:
 Paid with hotel/motel tax funds and private donations
 Long-Term:
 There will be an effect on the Operating Budget for maintenance for the sign and the area around the sign.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	50,000						50,000
Total Costs	50,000	-	-	-	-	-	50,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel Taxes	25,000						25,000
Private	25,000						25,000
							-
							-
							-
Total Source	50,000	-	-	-	-	-	50,000
Funding Source: H/M PRIV Total	Project Schedule		Start		Finish		
		Design	FY20		FY20		
	25,000	Land/Right of Way					
	25,000	Utility Relocation					
		Construction	FY20		FY20		
		Other: Coordinated with bond sale					
		Total Project	FY20		FY20		

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

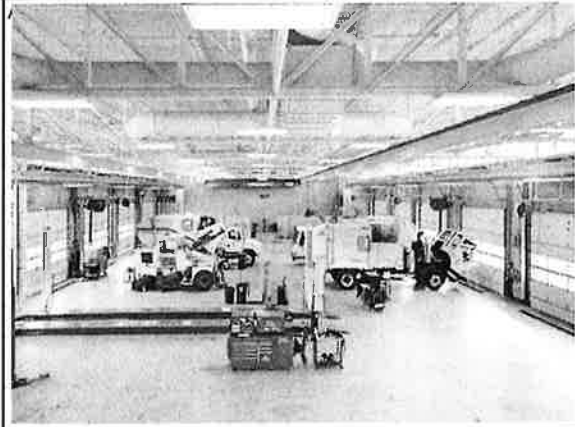
Operations and Maintenance - Street

Project Number:

Project Description:

Equipment Maintenance Facility Expansion

To improve efficiencies and the potential for facilities sharing with other governmental agencies, it will be necessary to expand the fleet maintenance facility into the refuse storage section. Provisions for this type of expansion were designed into the facility. Potential service users are State Patrol, CF Schools, BH County, CFU and small cities such as Dike and Hudson.



Operations and Maintenance Impact on Budget:

Current:

This project could be a shared funding by other governmental agencies minimizing the initial budget impact on the city budget

Long-Term:

Increased utility costs and additional wear on the facility.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				80,000			80,000
Land/Right of Way							-
Utility Relocation							-
Construction					1,000,000		1,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	80,000	1,000,000	-	1,080,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Vehicle Replacement					800,000		800,000
CFU							-
SCF				80,000	200,000		280,000
							-
							-
							-
Total Source	-	-	-	80,000	1,000,000	-	1,080,000
Funding Source:			Project Schedule	Start	Finish		
VRF	800,000		Design	FY23	FY24		
Schools			Land/Right of Way				
State			Utility Relocation				
County			Construction	FY23	FY24		
SCF	280,000		Other:				
Total	\$1,080,000		Total Project	FY23	FY24		

City of Cedar Falls Capital Improvement Program

CIP Number: **ITEM 2.**

Department:
Public Works

Division:
Operations and Maintenance - Street

Project Number:

Project Description:
Greenhill Road Drainage Improvements

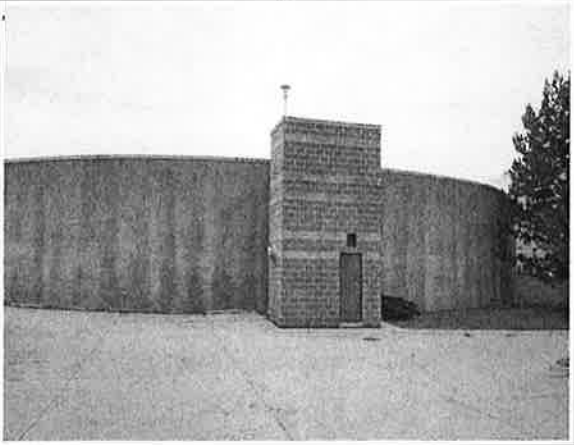
This project includes improving a storm drainage channel of approximately 1600' between the Green Hill Trail Spur and Briarwood Hills Dr. The relatively flat grade does not drain efficiently creating wet swampy conditions. The project will include the construction of a concrete drain channel to improve sheet flow for the area.




Operations and Maintenance Impact on Budget:
Current:
This project will have an initial impact on the operating budget.

Long-Term:
There will be some maintenance costs associated with maintaining the concrete flow way.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				37,000			37,000
Land/Right of Way							-
Utility Relocation							-
Construction				250,000			250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	287,000	-	-	287,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond				287,000			287,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
							-
							-
							-
							-
Total Source	-	-	-	287,000	-	-	287,000
Funding Source:		Project Schedule		Start		Finish	
GO	287,000	Design		FY23		FY23	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY23	
		Other:					
Total	\$287,000	Total Project					

City of Cedar Falls Capital Improvement Program				CIP Number	SS		
Department: Public Works		Division: Water Reclamation		Project Number:			
Project Description: Detention Basin Floor Repair The floor in the detention basin has severe spading which will lead to failure eventually.							
Operations and Maintenance Impact on Budget: Current: This project will not have a significant impact on the current budget. Long-Term:							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				30,000			30,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	30,000	-	-	30,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF				30,000			30,000
							-
							-
Total Source	-	-	-	30,000	-	-	30,000
Funding Source:		Project Schedule		Start		Finish	
SRF 30,000		Design		FY23		FY23	
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total		Total Project		FY23		FY23	

City of Cedar Falls Capital Improvement Program						CIP Number: 11	
Department: Public Works			Division: Water Reclamation			Project Number:	
Project Description: Park Drive Second Forcemain The Park Drive Lift Station has more pump capacity than the forcemain can handle leading to small overflows during extreme high rain events. A second, parallel line could be installed to handle excess flows.							
Operations and Maintenance Impact on Budget: Current: This has a major impact on the current budget. Long-Term: This has a significant impact on the SRF funds, requiring bonds to sold. This would have a significant impact on the debt of the division.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design						50,000	50,000
Land/Right of Way							-
Utility Relocation							-
Construction						1,450,000	1,450,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	1,500,000	1,500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRB						1,500,000	1,500,000
							-
							-
Total Source	-	-	-	-	-	1,500,000	1,500,000
Funding Source:		Project Schedule		Start		Finish	
SRB	1,500,000	Design		FY25		FY25	
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$1,500,000	Total Project		FY25		FY25	

Project Description:

Ulrich Park Lift Station

A new lift station in the area of Ulrich Park would open up additional areas for development in the northwest part of the city. It will be designed such that it could replace a smaller, older lift station in Lakewood Hills.



Operations and Maintenance Impact

Current:
Sewer Rental Bonds will need to be sold

Long-Term:
This will have an impact on the Operating Budget by increasing sewer rental fees to cover the cost of bond repayment. It will replace an older, less efficient lift station.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design				500,000			500,000
Land/Right of Way							-
Utility Relocation							-
Construction					1,500,000		1,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	500,000	1,500,000	-	2,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bond				500,000	1,500,000		2,000,000
							-
							-
							-
Total Source	-	-	-	500,000	1,500,000	-	2,000,000
Funding Source:							
SRB	2,000,000						
	-						
Total	\$2,000,000						

	Project Schedule	Start	Finish
Design		FY23	FY23
Land/Right of Way			
Utility Relocation			
Construction		FY24	FY24
Other:			
Total	Total Project	FY24	FY24

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Works

Division:

Engineering

Project Number:

Project Description:

Sanitary Sewer: SW Branch of Dry Run Creek Extention

This project will extend the sanitary sewer system an additional 3000 feet to the west to promote future development

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

This will not impact the debt service levy since bond funding is not being used.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						3,000,000	3,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	3,000,000	3,000,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Sewer Revenue Bond - 5						3,000,000	3,000,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	3,000,000	3,000,000
Funding Source:	Project Schedule		Start		Finish		
SRB-5	3,000,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY25		FY25	
		Other:					
Total	\$3,000,000	Total Project		FY25		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: V **ITEM 2.**

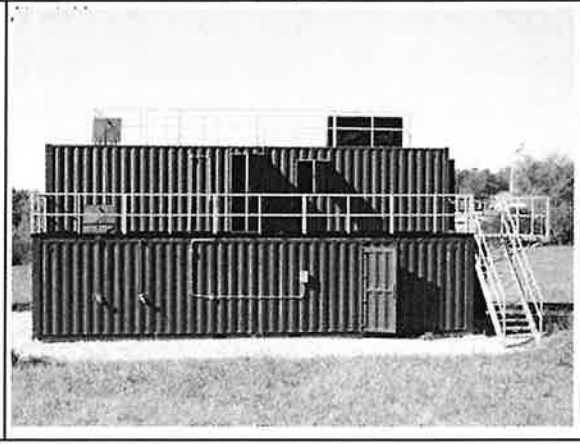
Department:
Public Safety Services

Division:
Fire Operations

Project Number:

Project Description:
Fire Training Facility

A fire training facility that would allow for live fire training would be a great benefit to the continued training of all employees that assist with fire suppression. The Public Safety Department will have more than 60 employees tasked with fire suppression responsibilities and this training will provide a great benefit to their continued training. This facility would provide interior fire training and could be located on existing city property.



Operations and Maintenance Impact on Budget:
Current:
This project would affect the debt service levy since bond proceeds would be used.

Long-Term:

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					500,000		500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	500,000	-	500,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond					500,000		500,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
							-
							-
							-
Total Source	-	-	-	-	500,000	-	500,000
Funding Source:		Project Schedule		Start		Finish	
GO	500,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY 24	
		Other:					
Total		Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number:

ITEM 2.

Department:

Public Safety Services

Division:

Fire Operations

Project Number:

Project Description:

Hazardous Materials Upgrade

In order to continue the ability to provide Hazardous Materials Response for the City for all incidents below Level "A", it is time to upgrade some of our equipment and supplies. It is also important to keep up with training of current and new personnel. A portion of these funds will be used to modify the Haz/Mat trailer to serve as a special operations trailer which will facilitate haz/mat, technical rescue and incident command operations. This trailer will also be available for other city departments and mutual aid partners to utilize.



Operations and Maintenance Impact on Budget:

Current:

Typically Hazardous Materials equipment and supply purchases are long term efforts. Supplies used during an incident are charged to the responsible party and replaced thereafter. However much of the equipment has expiration

Long-Term:

The life expectancy of the equipment is 7 years and 15 years for the trailer modifications

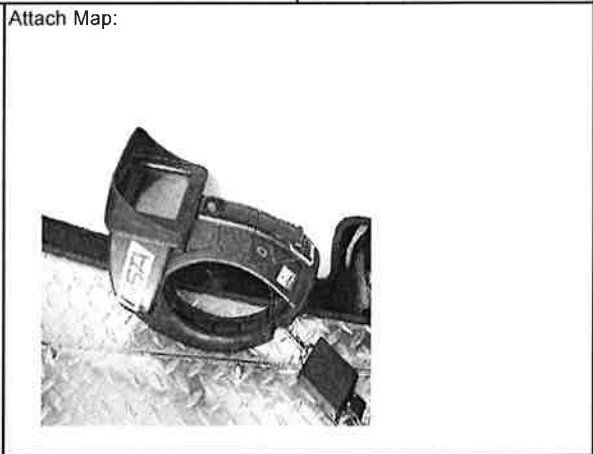
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		5,000				5,000	10,000
Other							-
Total Costs	-	5,000	-	-	-	5,000	10,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects		5,000				5,000	10,000
							-
							-
							-
							-
Total Source	-	5,000	-	-	-	5,000	10,000
Funding Source:			Project Schedule	Start	Finish		
GO Bond	-		Design				
CP	10,000		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY 21	FY25		
Total	\$10,000		Total Project	FY 21	FY25		

City of Cedar Falls Capital Improvement Program				CIP Number: YY			
Department: Public Safety Services		Division: Fire Operations		Project Number:			
Project Description: Technical Rescue Equipment and SCBA With the ever expanding role the fire department will facilitate in the future, the replacment and additional Technical Rescue Equipment used in Confined Space, Trench Rescue and Structural Collapse is needed. Included would be: Supplied Air Respirators; Rescue Struts; Ventilation Systems; Winch; Ropes; and Full Body Harness. This would include replacement and updates of vehicle rescue equipment as well. This also includes the cost of SCBA purchases.							
Operations and Maintenance Impact on Budget: Current: Primary impact on budget is ongoing maintenance of equipment. Estimated life of the equipment would be 10 years. Long-Term: Many components of technical rescue equipment have shelf life's. Allocations will be needed in varying intervals.							
Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	25,000	10,000	5,000	5,000			45,000
Other							-
Total Costs	25,000	25,000	5,000	5,000	-	-	45,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond	25,000	10,000	5,000	5,000			45,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
							-
Total Source	25,000	10,000	5,000	5,000	-	-	45,000
Funding Source:		Project Schedule		Start		Finish	
GO	45,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY 20		FY23	
Total	\$45,000	Total Project		FY 20		FY23	

City of Cedar Falls Capital Improvement Program		CIP Number: ZZ
Department: Public Safety Services	Division: Fire Operations	Project Number:

Project Description:
Replacement of Thermal Imaging Units.

Thermal Imaging cameras are used by firefighters in order to assist in "seeing" through smoke and into walls. The cameras are a very valuable firefighting and rescue tools. These tools have been proven to save several hundred thousand of dollars of property by finding hidden fires in walls and ceilings. The thermal imaging cameras are used on every incident that deals with smoke, heat and/or fire.



Operations and Maintenance Impact on Budget:
Current:
This will replace two of the thermal imaging units. The primary ongoing cost is simple maintenance and batteries which is covered in the operational budget.
Long-Term:
Replacement cycle should be considered every ten years.

Project Costs	FY20	FY21	FY22	FY23	FY24	FY25	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					20,000		20,000
Other							-
Total Costs	-	-	-	-	20,000	-	20,000
Source of Funds	FY20	FY21	FY22	FY23	FY24	FY25	Total
Gen. Obligation Bond					20,000		20,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
Total Source	-	-	-	-	20,000	-	20,000

Funding Source:		Project Schedule	Start	Finish
GO	20,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY24	FY24
Total	20,000	Total Project	FY24	FY24



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 4.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 14, 2020
SUBJECT: Annual Reimbursement Resolution

Please find attached a copy of the IRS mandated reimbursement resolution. Each year the City submits a list of projects prior to the sale of General Obligation bonds and Revenue bonds that allows the City to be eligible to reimburse ourselves from the bond funds for previously incurred expenses relating to the projects listed.

The attachment referred to in the resolution will be the FY20-FY25 Capital Improvements Program (CIP) that is also being presented to Council for approval. After formal adoption, a copy of the final CIP will be attached to the resolution and filed in the City's official records.

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

RESOLUTION NO. _____

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvements projects, generally described on Attachment A (each of which shall hereinafter be referred to as a "Project"), and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project, and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa:

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the foregoing Projects, from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the foregoing expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the projects, the maximum principal amount of bonds, notes or other indebtedness to be issued for the foregoing Projects and the estimated dates of completion of the Projects are reasonably expected to be as follows:

See Attachment A:

- All Projects with the identifications code of G.O. 2018, 2020, 2022, and 2024; SRF, SRB-6, SRB-7, and SRB-8.
- All Projects with the identifications code of TIF-UN, TIF-DT, TIF-CH, TIF-PP, and TIF-SCF.
- All Projects with CP, LST, ER, GFS, and STG.

If such grants are not received, it is intended that the costs to be financed will be increased accordingly.

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs no later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the City Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

ADOPTED this 20th day of January 2020.

Robert M. Green, Mayor

ATTEST:

Jacque 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: January 14, 2020
SUBJECT: SDC Real Estate, L.L.C. Agreement for Private Development

On July 7, 2014, City Council approved an Agreement for Private Development with SDC Real Estate, L.L.C. (Standard Distribution Co.) to construct a new 108,000 square foot warehouse and distribution facility at 1225 Rail Way within the Northern Cedar Falls Industrial Park. The Agreement included the transfer of 16 acres of City-owned land to the company and also included a standard 5-year Industrial Partial Property Tax Exemption, based on the projects estimated valuation of \$3,800,000. The 108,000 square foot building was completed by the company in 2014, and has met all of the requirements of the approved Agreement for Private Development.

In 2018, the company constructed a 54,000 square foot addition to the building, as the business was looking to add additional space at that location. There was no Agreement for Private Development entered into with the City for the building addition, as there was no transfer of property involved. Even though there was no Agreement entered into with the City, the company was still eligible to file an application with the Black Hawk County Assessor's Office for the Industrial Property Tax Exemption, which would provide a 5-year partial tax exemption on the assessed valuation of the 54,000 square foot building addition only.

Per Iowa Code, an application for the Industrial Partial Property Tax Exemption must be filed to the County Assessor by no later than February 1st of the year that the improvements are fully assessed. Since the project was completed in 2018, the full valuation for the addition was assessed on January 1, 2019. This means that the application for the Industrial Partial Property Tax Exemption would have to have been filed before February 1, 2019. SDC Real Estate, L.L.C. did file an application with the Black Hawk County Assessor's Office in December of 2018, which was before the February 1st deadline, however it was later found to be the wrong application, as they mistakenly applied for the Business Property Tax Credit and not the Industrial Partial Property Tax Exemption. Since this error was not realized until after the February 1, 2019 deadline, SDC Real Estate, L.L.C. is not only ineligible for the first year of the Industrial Partial Property Tax Exemption, but they are ineligible for all 5 years of the exemption.

SDC Real Estate, L.L.C. is therefore requesting the City's consideration of providing tax rebates equal to the remaining four (4) years of the Industrial Partial Property Tax Exemption on the completed 54,000 square foot addition that has a current valuation of \$1,462,280.

The City has the ability (though not required) to provide the requested economic development grants/tax reimbursements to SDC Real Estate, L.L.C. under Chapter 15A of the Iowa Code. However, in order to do so under Chapter 15A, an Agreement for Private Development must include language for the retention and/or creation of jobs tied to the economic development project. Thus, you will note the specific job creation/retention requirement (5) in Section 2.1 (b), Employment Obligation and verified annually in Exhibit B, Employer's Annual Certification.

The intent of the Agreement for Private Development is to allow the City to "reimburse" SDC Real Estate, L.L.C. by making a series of economic development grants in the amount(s) of the remaining four (4) years that would have been abated had the application for the Industrial Partial Property Tax Exemption been filed by the company in a timely manner. (This agreement is very similar to the Agreement approved by City Council in December of 2012 for the construction of the Target Perishable Foods Distribution Center who likewise failed to file the Industrial Partial Property Tax Exemption application in a timely manner). The proposed economic development grant amounts will not exceed a total of \$65,600 over the next four tax years tied to the \$1,462,280 assessed valuation of the 54,000 square foot building addition.

SDC Real Estate, L.L.C. (Standard Distribution Co.) has been a tremendous economic development partner with the City of Cedar Falls over the years. The company has three locations in Cedar Falls that occupy over 650,000 square feet of space, and have a combined assessed valuation exceeding \$18,600,000. In return for the City's consideration of providing the four (4) remaining years of tax rebates (annual economic development grants), SDC Real Estate, L.L.C. will agree to maintain its employment level of at least 5 full time employees over the next 5 years.

It is recommended that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development by and between the City of Cedar Falls, Iowa, and SDC Real Estate, L.L.C.

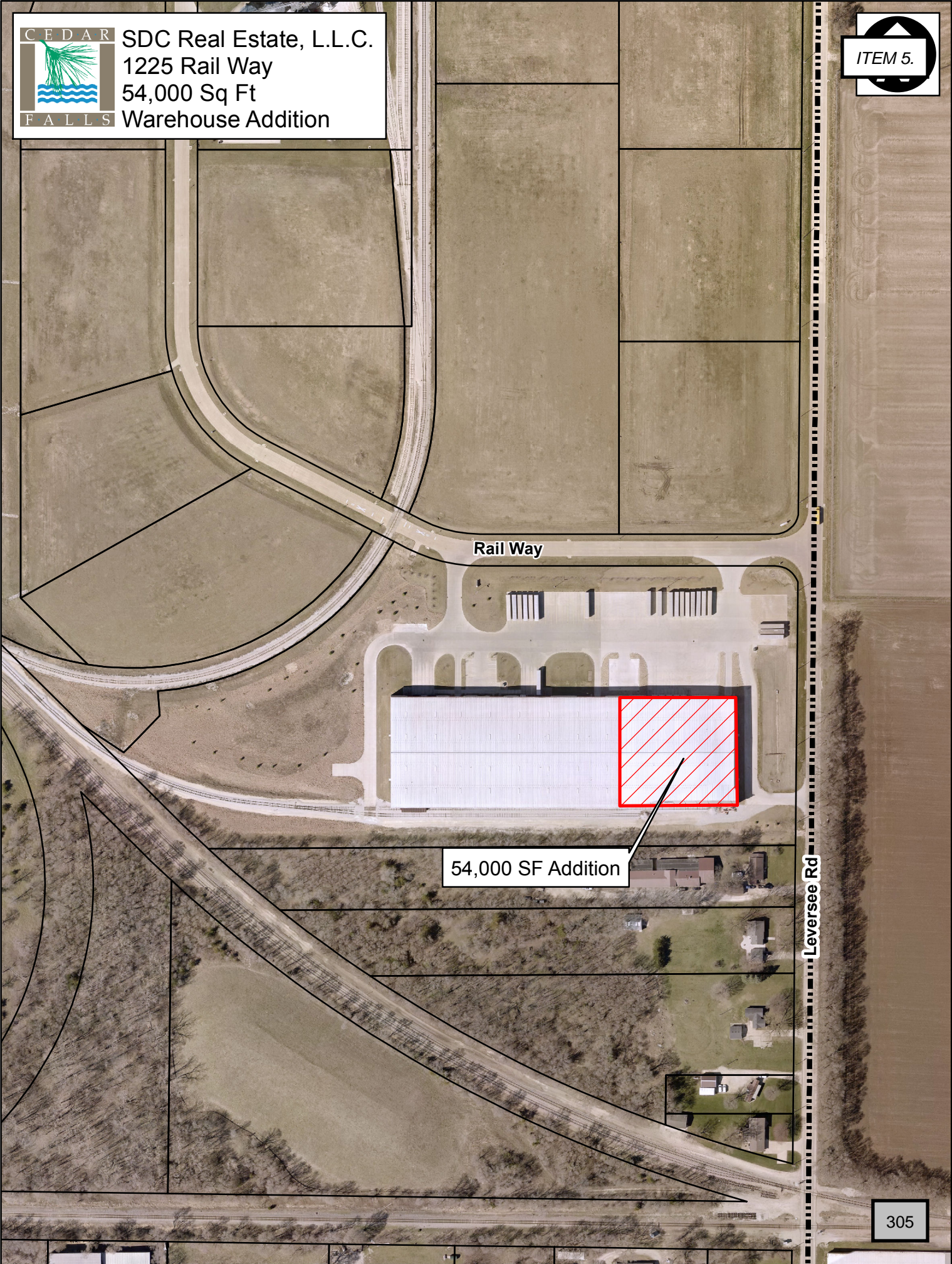
If you have any questions regarding the proposed project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Stan Poe, SDC Real Estate, L.L.C.



SDC Real Estate, L.L.C.
1225 Rail Way
54,000 Sq Ft
Warehouse Addition

ITEM 5.



Rail Way

54,000 SF Addition

Leversee Rd

305

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF CEDAR FALLS, IOWA

AND

SDC REAL ESTATE, L.L.C.

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City" or "the 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, 2019, as amended (Chapter 403 hereinafter called "Urban Renewal Act") and SDC REAL ESTATE, L.L.C., an Iowa limited liability company having an office for the transaction of business at 317 Savannah Park Road, Cedar Falls, Iowa 50613 ("Developer");

RECITALS

WHEREAS, the Parties have determined to enter into an Agreement for Private Development ("Agreement") in order to provide for certain rebates of incremental taxes generated by the construction of a 54,000 square foot industrial-use warehouse facility addition (the "Minimum Improvements") on certain property described in Exhibit A ("Development Property"). The Minimum Improvements were anticipated to be subject to a five-year tax abatement schedule pursuant to city ordinance under Iowa Code § 427B; however, due to an error in filing a timely application, such abatement is not available to Developer, but the City is willing to provide a four-year, sliding-scale tax rebate incentive ("Economic Development Grants") in exchange for job retention/creation and other commitments on the part of Developer as described herein; and

WHEREAS, before entering into this Agreement, the City Council has found that the use of City funds to finance the Economic Development Grants will promote the creation or retention of jobs and is accord with the provisions of applicable laws, including but not limited to, Iowa Code Chapters 15A and 403; and

WHEREAS, the Development Property is located within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and Developer's expansion and commitments under this Agreement are consistent with the objectives of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Iowa Code Chapter 403.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the promises and mutual obligations of the Parties, each Party hereby covenants and agrees as follows:

SECTION 1. 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 and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Annual Certification means the certifications that the Developer must complete and submit to the City each year as described in Section 3.3 of this Agreement and attached as Exhibit B.

Area or Urban Renewal Area shall mean the area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (as amended from time to time).

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Developer means SDC Real Estate, LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 2.1(g) of this Agreement.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Section 3 of this Agreement.

Minimum Improvements means the construction of a 54,000 square foot industrial-use warehouse facility addition on the Development Property.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, pursuant to Section 2.1(c) of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund.

Project shall mean the maintenance and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

SDC Real Estate, LLC TIF Account means a separate account within the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements (building value only) shall be deposited.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements (building value only) divided and made available to the City for deposit in the Standard Construction TIF Account of the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance, measured from the base assessed value as of January 1, 2018.

Termination Date means the date of termination of this Agreement, as established in Section 4.3 of this Agreement.

Unified Highway 58 Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan, as amended from time to time, approved with respect to the Urban Renewal Area, described in the preambles hereof.

SECTION 2. COVENANTS OF DEVELOPER

Section 2.1. Developer built an approximately 54,000 square foot industrial-use warehouse facility addition on the Development Property. These Minimum Improvements were completed in 2018 and were first fully assessed on January 1, 2019, with a value of \$1,462,280 for the Minimum Improvements (building value only). Developer agrees that each of the following is a condition precedent to the receipt of any Economic Development Grants under this Agreement:

a. Developer agrees that any Economic Development Grants to be issued pursuant to this Agreement are conditioned on the assessed value of the Minimum Improvements being at least \$1,462,280 (building value only) on January 1, 2019, and continuing through January 1, 2025.

b. Employment Obligation. Developer employs five (5) Full-Time Employment Units as of the Commencement Date at the Minimum Improvements on the Development Property. Developer will retain a Monthly Average of at least five Full-Time Employees until June 1, 2025.

i. "Monthly Average" means the average number of Full-Time Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven months, as shown in Developer's Annual Certification in Section 3.3 and Exhibit B. Developer shall not receive any

Economic Development Grants if the Monthly Average of Full-Time Employment Units does not meet the requirements of this Employment Obligation. Developer shall provide information as requested by the City to determine compliance with the foregoing Employment Obligation.

ii. For purposes of this Agreement, "Full-Time Employment Unit" means the equivalent of employment of one person working hours or days per week (including paid holidays, vacations and other paid leave) currently established by schedule, custom or otherwise as constituting a week of full-time work for the kind of service that individual performs for the employing unit.

c. Developer shall insure and keep insured, in good and responsible insurance companies, the Minimum Improvements against loss or damage from such hazards or risks as are insured by persons similarly situated and operating like properties. Developer shall insure such other hazards and risks, including employers' and public liability risks, in good and responsible insurance companies, as and to the extent usually insured by persons similarly situated and conducting similar business. Upon request of the City, Developer shall furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 2.1(c). Developer shall notify the City immediately in the case of damage exceeding \$100,000 or destruction of the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event of damage to the Minimum Improvements, all Net Proceeds paid under a policy required by this Section shall be paid directly to Developer, and Developer shall forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event that caused the damage. To the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

d. Developer will maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

e. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

f. In the operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

g. Developer represents and agrees that, prior to the Termination Date, Developer shall not transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

h. Developer shall provide the Annual Certifications required by Section 3.3 and such certifications shall not reveal any default by Developer.

Section 2.2. Developer agrees to indemnify, defend, and hold harmless the City from any claim arising out of or connected with Developer's acts, omissions, or negligence with the Minimum Improvements or this Agreement. Developer will not indemnify, defend, or hold harmless the City from any of the City's acts or omissions or negligence.

Section 2.3. To its knowledge with respect to the Minimum Improvements, Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against Developer with respect to such laws.

Section 2.4. Developer represents that without the Economic Development Grants contemplated herein, Developer would not agree to the Employment Obligation (Section 2.1(c)) and other commitments contained in this Agreement.

Section 2.5. Developer agrees to reimburse the City for its legal fees and costs associated with this Agreement within 10 days of the mailing of City's request for payment.

Section 2.6. Developer acknowledges and agrees it has no rights to and shall not seek any type of tax abatement or tax incentive from the City pursuant to any City ordinance or state law or any other statutory authorization related to the Minimum Improvements, other than the rights to Economic Development Grants in conformance with this Agreement.

SECTION 3. ECONOMIC DEVELOPMENT GRANTS AND ANNUAL CERTIFICATION

Section 3.1 Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of each payment, to make up to four (4) consecutive annual payments of Economic Development Grants to Developer under the terms and conditions of this Agreement.

b. Schedule of Grants. Assuming compliance with the terms of the Agreement by Developer at the time of each payment, the Economic Development Grants shall be paid pursuant to the following schedule and formula:

June 1, 2022	60% of Tax Increments for Fiscal Year 21-22
June 1, 2023	45% of Tax Increments for Fiscal Year 22-23
June 1, 2024	30% of Tax Increments for Fiscal Year 23-24
June 1, 2025	15% of Tax Increments for Fiscal Year 24-25

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 3.1(c).

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 3.1(b) or (ii) \$65,600. The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

d. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements (improvement value only) under the terms of the Ordinance and deposited into the SDC Real Estate, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article. For the avoidance of doubt, the assessed value of the Development Property and any buildings thereon as assessed on January 1, 2018 shall not be included in the calculation of any Tax Increment.

e. Source of Economic Development Grant Funds Limited. It is agreed and understood that each Economic Development Grant shall be payable from and secured solely and only by incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements and deposited and held in the SDC Real Estate, LLC TIF Account of the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund of the City; and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 3.1(b), even if the aggregate amount is less than \$65,600.

Section 3.2. The Economic Development Grants shall be the only monetary consideration given by the City to Developer in connection with this Agreement.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the SDC Real Estate, L.L.C. TIF Account of the Unified Highway 58 Corridor Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof with respect to the Development Property and to apply the incremental taxes to pay the Economic Development Grants, as and to the extent set forth in this Agreement. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and this Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end, the provisions of this Agreement are severable.

b. Notwithstanding the provisions of this Agreement, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City Council fails to appropriate funds or the City receives an opinion from counsel to the effect that the use of Tax Increments to fund an Economic Development Grant to Developer, as contemplated under this Agreement, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a copy of the same to Developer. In the event of non-appropriation, or if the circumstances or legal constraints giving rise to the opinion continue for a period during which two Economic Development Grants would otherwise have been paid to Developer under the terms of this Agreement, the City may terminate this Agreement,

without penalty or other liability to Developer by providing written notice to Developer.

Section 3.3. Annual Certification. To assist the City in monitoring the performance of Developer hereunder, a duly authorized officer of Developer shall annually certify to the City the following: (a) all ad valorem taxes on the Development Property have been timely paid for the prior fiscal year and for the current fiscal year, if due and payable, and provide proof of payment of said taxes to the Annual Certification; (b) the Minimum Improvements (building value only) has an assessed valuation of at least \$1,462,280 by January 1, 2019, and continuing through January 1, 2025; (c) the number of Full-Time Employment Units employed at the Minimum Improvements as of the date of the Agreement and as of the date of the certification and the first date of each of the preceding eleven months; and (d) that Developer is in compliance with the Agreement. Such Annual Certification shall be provided not later than October 1 of each year, commencing on October 1, 2020 and ending on October 1, 2024, both dates inclusive. Developer's Annual Certification pursuant to this provision shall be in the form set forth in Exhibit B, attached hereto.

SECTION 4. OBLIGATIONS OF DEVELOPER AND CITY WITH RESPECT TO THE ECONOMIC DEVELOPMENT GRANTS AND TERMINATION THEREOF

Section 4.1. Default and Remedies.

a. Default. The Economic Development Grants set out in Section 3 are wholly contingent upon a finding that Developer and its successors are in compliance with the obligations, responsibilities, and covenants of this Agreement. In the event that the City has knowledge of the failure by Developer or its successors to comply with the obligations, responsibilities, and covenants of this Agreement, the City shall provide written notice and a 30-day opportunity to cure the default to Developer or its successors.

b. Remedies. If such default is not timely cured, the City may exercise any one or more available remedies, including but not limited to the following:

i. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the default and continue its performance under this Agreement;

ii. The City may terminate this Agreement;

iii. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

iv. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the

full amount of the Economic Development Grants previously made to Developer under Section 3 hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer. Section

c. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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.

d. 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.

e. Agreement to Pay Attorneys' Fees and Expenses. Whenever the City 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 Developer herein contained, and the City prevails in an action to enforce this Agreement, the Developer agree that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

Section 4.2. No Third Party. Developer's successors in interest are not third-party beneficiaries to the Grants contemplated under this Agreement and the parties do not intend that any rights in connection with the Economic Development Grants be conferred upon any third party as a result of this Agreement.

Section 4.3. Termination Date. This Agreement shall terminate with the final Economic Development Grant for fiscal year 2024/2025, unless terminated earlier pursuant to its terms.

Section 4.4. Conflict of Interest. The Parties agree that all aspects of the performance hereunder shall comply with Iowa Code Sections 15A.2, 362.5, and 403.16.

Section 4.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 4.6. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. The Parties agree that venue for any action arising out of, or in connection with this Agreement shall be in the Iowa District Court in and for Black Hawk County, Iowa.

Section 4.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the Parties regarding the subject matters of the Agreement. Further, this Agreement supersedes and replaces all contrary or conflicting prior agreements, negotiations or discussions regarding such subject matters, whether oral or written. This Agreement may not be amended, modified or supplemented, except by a subsequent writing signed by all Parties hereto.

Section 4.8. 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 4.9. 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 4.10. 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.

Section 4.11. Authorization. Each Party represents that prior to its execution hereof all necessary corporate, governmental or other appropriate action, as applicable, including without limitation notices, 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.

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 Developer has caused this Agreement to be duly executed by its authorized representative.

[Remainder of page intentionally left blank]

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

SDC REAL ESTATE, L.L.C.

Stan Poe, Member

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Stan Poe, to me personally known, who, being by me duly sworn, did say that he is a Member of SDC Real Estate, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Member, as such, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Notary Public in and for said State

EXHIBIT A

DEVELOPMENT PROPERTY

Lots 1, 2 and 8, Tract E, and Parcel "A" as described in Document number 2015-001330, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa

EXHIBIT B

DEVELOPER'S ANNUAL CERTIFICATION

(due before October 1st as required under terms of Development Agreement)

Developer certifies the following:

A. During the time period covered by this Annual Certification, Developer is and was in compliance with Section 3.3 ("Annual Certification") as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year and for the current fiscal year, if due and payable, and attached to this Annual Certification is proof of payment of said taxes; and

(ii) The Minimum Improvements (building value only) has an assessed valuation of \$_____; and

(iii) The number of total Full-Time Employment Units employed at the facility as of October 1, ____, and as of the first day of each of the preceding eleven months were as follows:

September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____
April 1, 20__:	_____	October 1, 20__:	_____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and that at the date of such certification, and during the preceding twelve months, and certifies that Developer is not, or 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 that has not been cured, 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.

Signed this _____ day of _____, 20__.

SDC REAL ESTATE, L.L.C., an Iowa limited liability company

By: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of SDC Real Estate, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her/him voluntarily executed.

Notary Public in and for said State

Attachments: (a) Proof of payment of taxes
01669500-1\10283-170

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND SDC REAL ESTATE, L.L.C.

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

WHEREAS, the City has received a proposal from SDC Real Estate, L.L.C. ("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 has constructed certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of an Industrial-Use Warehouse Facility Addition totaling at least 54,000 square feet of finished space, as outlined in the proposed Agreement; and

WHEREAS, one of the obligations of Developer involves job creation/retention on the Development Property; 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 up to four (4) consecutive annual payments of Economic Development Grants to Developer equivalent to a declining percentage of the tax increments that would be generated by the construction of the Minimum Improvements (improvement value only) under Iowa Code Section 403.19, the aggregate amount of said Grants not to exceed \$65,600; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Act") authorize cities to make grants 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 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 Act 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, pursuant to notice published as allowed by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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 the provision of the grants 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 Act 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.

PASSED AND APPROVED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, 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 _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2020.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa



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: January 13, 2020
SUBJECT: Standard Distribution Co. Second Agreement for Private Development

On September 18, 2017, City Council approved an Agreement for Private Development with Standard Distribution Co. to construct a 53,200 square foot addition to their existing 285,000 square foot warehouse and distribution facility at 317 Savannah Park Road within the Cedar Falls Industrial Park. The Agreement also included the transfer of a 3.16-acre City-owned lot located across the street from the building (for the construction of a new truck parking lot, of which the project was not completed and property subsequently transferred back to the City), and a standard 5-year Industrial Partial Property Tax Exemption, based on the projects estimated valuation of \$1,800,000. The 53,200 square foot addition to the building was completed by the company in the summer of 2018, and has an assessed valuation of \$1,997,730, which is more than the required \$1,800,000 minimum valuation.

For an economic development project of this scope that is tied to an Agreement for Private Development, the City approves by Ordinance the granting of the Industrial Partial Property Tax Exemption. On November 5, 2018, City Council approved Ordinance No. 2932, which provided for the applicable 5-year Industrial Partial Property Tax Exemption to Standard Distribution Co.

Per Iowa Code, an application for the Industrial Partial Property Tax Exemption must be filed to the County Assessor by no later than February 1st of the year that the improvements are fully assessed. Since the project was completed in 2018, the full valuation for the addition was assessed on January 1, 2019. This means that the application for the Industrial Partial Property Tax Exemption would have to have been filed before February 1, 2019. Standard Distribution Co. did file an application with the Black Hawk County Assessor's Office in December of 2018, which was before the February 1st deadline, however it was later found to be the wrong application, as they mistakenly applied for the Business Property Tax Credit and not the Industrial Partial Property Tax Exemption. Since this error was not realized until after the February 1, 2019 deadline, Standard Distribution Co. is not only ineligible for the first year of the Industrial Partial Property Tax Exemption, but it is ineligible for all 5 years of the exemption.

Standard Distribution Co. is therefore requesting the City's consideration of providing tax rebates equal to the remaining four (4) years of the Industrial Partial Property Tax Exemption on the completed 53,200 square foot addition that has a current valuation of \$1,997,730.

The City has the ability (though not required) to provide the requested economic development grants/tax reimbursements to Standard Distribution Co. under Chapter 15A of the Iowa Code. However, in order to do so under Chapter 15A, an Agreement for Private Development must include language for the retention and/or creation of jobs tied to the economic development project. Thus, you will note the specific job creation/retention requirement (23) in Section 2.1 (b), Employment Obligation and verified annually in Exhibit B, Employer's Annual Certification.

The intent of the Second Agreement for Private Development is to allow the City to "reimburse" Standard Distribution Co. by making a series of economic development grants in the amount(s) of the remaining four (4) years that would have been abated had the application for the Industrial Partial Property Tax Exemption been filed by the company in a timely manner. (This agreement is very similar to the Agreement approved by City Council in December of 2012 for the construction of the Target Perishable Foods Distribution Center who likewise failed to file the Industrial Partial Property Tax Exemption application in a timely manner). The proposed economic development grant amounts will not exceed a total of \$89,700 over the next four tax years tied to the \$1,997,790 assessed valuation of the 53,200 square foot building addition.

Standard Distribution Co. has been a tremendous economic development partner with the City of Cedar Falls over the years. The company has three locations in Cedar Falls that occupy over 650,000 square feet of space, and have a combined assessed valuation exceeding \$18,600,000. In return for the City's consideration of providing the four (4) remaining years of tax rebates (annual economic development grants), Standard Distribution Co. will agree to maintain its employment level of at least 23 full time employees over the next 5 years.

It is recommended that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of a Second Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Standard Distribution Co.

If you have any questions regarding the proposed project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Stan Poe, Vice President, Standard Distribution Co.



Standard Distribution Co.
317 Savannah Park Rd
53,200 Sq Ft
Warehouse Addition

ITEM 7.

W Viking Rd

Nordic Dr

Enterprise Dr

Blackhawk Ln

Standard Distribution Co.



Savannah Park Rd

53,200 SF Addition

Chancellor Dr

Shawnee Rd

SECOND AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF CEDAR FALLS, IOWA

AND

STANDARD DISTRIBUTION CO.

SECOND AGREEMENT FOR PRIVATE DEVELOPMENT

THIS SECOND AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2020 (the "Effective Date"), by and among the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City" or the "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, 2019, as amended (Chapter 403 hereinafter called "Urban Renewal Act") and STANDARD DISTRIBUTION CO., an Iowa company having an office for the transaction of business at 1109 Viking Road, Cedar Falls, Iowa 50613 ("Developer");

RECITALS

WHEREAS, the City and Developer previously entered into an Agreement for Private Development dated September 18, 2017 ("First Agreement") related to development of the property described in Exhibit A and referred to in the First Agreement as the "Additional Development Property"; and

WHEREAS, the First Agreement obligated the Developer to construct a 53,200 square foot industrial-use warehouse facility addition referred to in the First Agreement as the "Additional Minimum Improvements" on the Additional Development Property; and

WHEREAS, the Additional Minimum Improvements were anticipated to be subject to a five-year tax abatement schedule pursuant to city ordinance under Iowa Code § 427B; however, due to an error in filing a timely application, such abatement is not available to Developer, but the City is willing to provide a four-year, sliding-scale, tax rebate incentive ("Economic Development Grants") in exchange for job retention/creation commitments on the part of Developer as described herein; and

WHEREAS, before entering into this Agreement, the City Council has found that the use of City funds to finance the Economic Development Grants will promote the creation or retention of jobs and is accord with the provisions of applicable laws, including but not limited to, Iowa Code Chapters 15A and 403; and

WHEREAS, the Additional Development Property is located within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and Developer's expansion and commitments under this Agreement are consistent with the objectives of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Iowa Code Chapter 403.

COVENANTS AND AGREEMENTS

NOW THEREFORE, in consideration of the promises and mutual obligations of the Parties, each Party hereby covenants and agrees as follows:

SECTION 1. 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:

Additional Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Additional Minimum Improvements means the construction of a 53,200 square foot industrial-use warehouse facility addition on the Additional Development Property as further described in the First Agreement.

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

Annual Certification means the certifications that the Developer must complete and submit to the City each year as described in Section 3.3 of this Agreement and attached as Exhibit B.

Area or Urban Renewal Area shall mean the area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (as amended from time to time).

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Developer means Standard Distribution Company, an Iowa Corporation, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 2.1(g) of this Agreement.

Economic Development Grants means the payments to be made by the City to Developer under Section 3 of this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, pursuant to Section 2.1(c) of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund.

Project shall mean the maintenance and operation of the Additional Minimum Improvements on the Additional Development Property and the creation and maintenance of jobs, as described in this Agreement.

Standard Distribution Co. TIF Account means a separate account within the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Additional Minimum Improvements (building value only) shall be deposited.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Additional Minimum Improvements (building value only) divided and made available to the City for deposit in the Standard Construction TIF Account of the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance, measured from the base assessed value of the Additional Development Property and any buildings thereon as of January 1, 2018.

Termination Date means the date of termination of this Agreement, as established in Section 4.3 of this Agreement.

Unified Highway 58 Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Urban Renewal Plan means the Urban Renewal Plan, as amended from time to time, approved with respect to the Urban Renewal Area, described in the preambles hereof.

SECTION 2. COVENANTS OF DEVELOPER

Section 2.1. In accordance with its obligations under the First Agreement, Developer built an approximately 53,200 square foot industrial-use warehouse facility addition on the Additional Development Property. These Additional Minimum Improvements were completed in 2018 and were first fully assessed on January 1, 2019, with a value of \$1,997,730 for the Additional Minimum Improvements (building value only). Developer agrees that each of the following is a condition precedent to the receipt of any Economic Development Grants under this Agreement:

a. The Additional Minimum Improvements must be assessed at a value of at least \$1,800,000 (building value only) on January 1, 2019, and continuing through January 1, 2025, and otherwise be assessed consistent with the Minimum Assessment Agreement attached to the First Agreement.

b. Employment Obligation. Developer employs twenty-three (23) Full-Time Employment Units as of the Commencement Date of this Agreement at the Additional Minimum Improvements on the Additional Development Property. Developer will retain a Monthly Average of at least twenty-three Full-Time Employees until June 1, 2025.

i. "Monthly Average" means the average number of Full-Time Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven months, as shown in Developer's Annual Certification in Section 3.3 and Exhibit B. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Employment Units does not meet the requirements of this Employment Obligation. Developer shall provide information as requested by the City to determine compliance with the foregoing Employment Obligation.

ii. For purposes of this Agreement, "Full-Time Employment Unit" means the equivalent of employment of one person working hours or days per week (including paid holidays, vacations and other paid leave) currently established by schedule, custom or otherwise as constituting a week of full-time work for the kind of service that individual performs for the employing unit.

c. Developer shall insure and keep insured, in good and responsible insurance companies, the Additional Minimum Improvements against loss or damage from such hazards or risks as are insured by persons similarly situated and operating like properties through the Termination Date in a manner consistent with Article V of the First Agreement. Upon request of the City, Developer shall furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 2.1(c). Developer shall notify the City immediately in the case of damage exceeding \$100,000 or destruction of the Additional Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event of damage to the Additional Minimum Improvements, all Net Proceeds paid under a policy required by this Section shall be paid directly to Developer, and Developer shall forthwith repair, reconstruct, and restore the Additional Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event that caused the damage. To the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The Developer shall complete the repair, reconstruction, and restoration of the Additional Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

d. Developer will maintain, preserve, and keep the Additional Development Property and Additional Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

e. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Additional Development Property. Until such obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

f. In the operation of the Additional Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

g. Developer represents and agrees that, prior to the Termination Date, Developer shall not transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

h. Developer shall provide the Annual Certifications required by Section 3.3 and such certifications shall not reveal any default by Developer.

Section 2.2. Developer agrees to indemnify, defend, and hold harmless the City from any claim arising out of or connected with Developer's acts, omissions, or negligence with the Additional Minimum Improvements or this Agreement. Developer will not indemnify, defend, or hold harmless the City from any of the City's acts or omissions or negligence.

Section 2.3. To its knowledge, with respect to the Additional Minimum Improvements, Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against Developer with respect to such laws.

Section 2.4. Developer represents that without the Economic Development Grants contemplated herein, Developer would not agree to the Employment Obligation (Section 2.1(c)) and other commitments contained in this Agreement.

Section 2.5. Developer agrees to reimburse the City for its legal fees and costs associated with this Agreement within 10 days of the mailing of City's request for payment.

Section 2.6. Developer acknowledges and agrees that notwithstanding any contrary

term, covenant, or representation in the First Agreement, Developer shall not seek any type of tax abatement, tax exemption, or tax incentive from the City pursuant to any City ordinance or any type of tax abatement or tax exemption pursuant to any state or federal law related to the Additional Minimum Improvements, other than the Economic Development Grants in conformance with this Agreement. Specifically, Section 8.8 of the First Agreement is hereby repealed and revoked, and Developer agrees that it is not entitled to tax exemption under Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances nor by Chapter 427B, Code of Iowa, with respect to the Additional Minimum Improvements.

SECTION 3. ECONOMIC DEVELOPMENT GRANTS AND ANNUAL CERTIFICATION

Section 3.1 Economic Development Grants.

a. Payment of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of each payment, to make up to four (4) consecutive annual payments of Economic Development Grants to Developer under the terms and conditions of this Agreement.

b. Schedule of Grants. Assuming compliance with the terms of the Agreement by Developer at the time of each payment, the Economic Development Grants shall be paid pursuant to the following schedule and formula:

June 1, 2022	60% of Tax Increments for Fiscal Year 21-22
June 1, 2023	45% of Tax Increments for Fiscal Year 22-23
June 1, 2024	30% of Tax Increments for Fiscal Year 23-24
June 1, 2025	15% of Tax Increments for Fiscal Year 24-25

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 3.1(c).

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 3.1(b) or (ii) \$89,700. The Economic Development Grants are only for the Additional Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Additional Minimum Improvements

which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

d. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Additional Minimum Improvements (improvement value only) under the terms of the Ordinance and deposited into the Standard Distribution Co. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Additional Development Property and the Additional Minimum Improvements, but subject to limitation and adjustment as provided in this Article. For the avoidance of doubt, the assessed value of the Additional Development Property and any buildings thereon as assessed on January 1, 2018 shall not be included in the calculation of any Tax Increment.

e. Source of Economic Development Grant Funds Limited. It is agreed and understood that each Economic Development Grant shall be payable from and secured solely and only by incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Additional Minimum Improvements and deposited and held in the Standard Distribution Co. TIF Account of the Unified Highway 58 Urban Renewal Tax Increment Revenue Fund of the City; and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 3.1(b), even if the aggregate amount is less than \$89,700.

Section 3.2. The Economic Development Grants shall be the only monetary consideration given by the City to Developer in connection with this Agreement.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Standard Distribution Co. TIF Account of the Unified Highway 58 Corridor Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof with respect to the Additional Development Property and to apply the incremental taxes to pay the Economic Development Grants, as and to the extent set forth in this Agreement. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of

the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and this Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end, the provisions of this Agreement are severable.

b. Notwithstanding the provisions of this Agreement, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City Council fails to appropriate funds or the City receives an opinion from counsel to the effect that the use of Tax Increments to fund an Economic Development Grant to Developer, as contemplated under this Agreement, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a copy of the same to Developer. In the event of non-appropriation, or if the circumstances or legal constraints giving rise to the opinion continue for a period during which two Economic Development Grants would otherwise have been paid to Developer under the terms of this Agreement, the City may terminate this Agreement, without penalty or other liability to Developer by providing written notice to Developer.

Section 3.3. Annual Certification. To assist the City in monitoring the performance of Developer hereunder, a duly authorized officer of Developer shall annually certify to the City the following: (a) all ad valorem taxes on the Additional Development Property have been timely paid for the prior fiscal year and for the current fiscal year, if due and payable, and provide proof of payment of said taxes to the Annual Certification; (b) the Additional Minimum Improvements (building value only) has an assessed valuation of at least \$1,800,000 from January 1, 2019, and continuing through January 1, 2025; (c) the number of Full-Time Employment Units employed at the Additional Minimum Improvements as of the date of the Agreement and as of the date of the certification and the first date of each of the preceding eleven months; and (d) that Developer is in compliance with the Agreement. Such Annual Certification shall be provided not later than October 1 of each year, commencing on October 1, 2020 and ending on October 1, 2024, both dates inclusive. Developer's Annual Certification pursuant to this provision shall be in the form set forth in Exhibit B, attached hereto.

SECTION 4. OBLIGATIONS OF DEVELOPER AND CITY WITH RESPECT TO THE
ECONOMIC DEVELOPMENT GRANTS AND TERMINATION THEREOF

Section 4.1. Default and Remedies.

a. Default. The Economic Development Grants set out in Section 3 are wholly contingent upon a finding that Developer and its successors are in compliance with the obligations, responsibilities, and covenants of this Agreement. In the event that the City has knowledge of the failure by Developer or its successors to comply with the obligations, responsibilities, and covenants of this Agreement, the City shall provide written notice and a 30-day opportunity to cure the default to Developer or its successors.

b. Remedies. If such default is not timely cured, the City may exercise any one or more available remedies, including but not limited to the following:

i. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the default and continue its performance under this Agreement;

ii. The City may terminate this Agreement;

iii. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

iv. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Section 3 hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer. Section

c. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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.

d. 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.

e. Agreement to Pay Attorneys' Fees and Expenses. Whenever the City 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 Developer herein contained, and the City prevails in an action to enforce this Agreement, the Developer agree that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

Section 4.2. No Third Party. Developer's successors in interest are not third-party beneficiaries to the Grants contemplated under this Agreement and the parties do not intend that any rights in connection with the Economic Development Grants be conferred upon any third party as a result of this Agreement.

Section 4.3. Termination Date. This Agreement shall terminate with the final Economic Development Grant for fiscal year 2024/2025, unless terminated earlier pursuant to its terms.

Section 4.4. Conflict of Interest. The Parties agree that all aspects of the performance hereunder shall comply with Iowa Code Sections 15A.2, 362.5 and 403.16.

Section 4.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 4.6. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. The Parties agree that venue for any action arising out of, or in connection with this Agreement shall be in the Iowa District Court in and for Black Hawk County, Iowa.

Section 4.7. Entire Agreement. Except as expressly stated herein, the First Agreement shall survive the execution of this Agreement and both the First Agreement and this Agreement shall be read, whenever possible, in harmony. Together, the First Agreement and this Agreement hereby reflect the entire agreement among the Parties regarding the subject matters of the Agreement. This Agreement may not be amended, modified or supplemented, except by a subsequent writing signed by all Parties hereto.

Section 4.8. 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 4.9. 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 4.10. 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.

Section 4.11. Authorization. Each Party represents that prior to its execution hereof all necessary corporate, governmental or other appropriate action, as applicable, including without limitation notices, 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.

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 Developer has caused this Agreement to be duly executed by its authorized representative.

[Remainder of page intentionally left blank]

STANDARD DISTRIBUTION CO.

Stan Poe, Vice-President

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Stan Poe, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Standard Distribution Co., and that said instrument was signed on behalf of said company; and that the said Vice-President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
ADDITIONAL DEVELOPMENT PROPERTY

Lots 2 and 3 of Cedar Falls Industrial Park Phase VI, and also Lots 1 and 2 of Cedar Falls Industrial Park Phase IX, City of Cedar Falls, Black Hawk County Iowa

EXHIBIT B

DEVELOPER'S ANNUAL CERTIFICATION

(due before October 1st as required under terms of Development Agreement)

Developer certifies the following:

A. During the time period covered by this Annual Certification, Developer is and was in compliance with Section 3.3 ("Annual Certification") as follows:

(i) All ad valorem taxes on the Additional Development Property have been timely paid for the prior fiscal year and for the current fiscal year, if due and payable, and attached to this Annual Certification is proof of payment of said taxes; and

(ii) The Additional Minimum Improvements (building value only) has an assessed valuation of _____; and

(iii) The number of total Full-Time Employment Units employed at the facility as of October 1, ____, and as of the first day of each of the preceding eleven months were as follows:

September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____
April 1, 20__:	_____	October 1, 20__:	_____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and that at the date of such certification, and during the preceding twelve months, and certifies that Developer is not, or 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 that has not been cured, 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.

Signed this _____ day of _____, 20__.

STANDARD DISTRIBUTION CO., an Iowa corporation

Stan Poe, Vice-President

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Stan Poe, to me personally known, who, being by me duly sworn, did say that s/he is the Vice-President of Standard Distribution Co., and that said instrument was signed on behalf of said corporation; and that the said officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by her/him voluntarily executed.

Notary Public in and for said State

Attachments: (a) Proof of payment of taxes
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Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND STANDARD DISTRIBUTION CO.

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

WHEREAS, the City has received a proposal from Standard Distribution Co. ("Developer"), in the form of a proposed Second 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 has constructed certain Additional Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of an Industrial-Use Warehouse Facility Addition totaling at least 53,200 square feet of finished space, as outlined in the proposed Agreement; and

WHEREAS, one of the obligations of Developer involves job creation/retention on the Development Property; 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 up to four (4) consecutive annual payments of Economic Development Grants to Developer equivalent to a declining percentage of the tax increments that would be generated by the construction of the Additional Minimum Improvements (improvement value only) under Iowa Code Section 403.19, the aggregate amount of said Grants not to exceed \$89,700; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Act") authorize cities to make grants 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 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 Act 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, pursuant to notice published as allowed by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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 the provision of the grants 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 Act 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.

PASSED AND APPROVED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, 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 _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2020.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa



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: January 14, 2020
SUBJECT: Owen 5, L.L.C. Amended and Restated Agreement for Private Development

On June 3, 2019, City Council approved an Agreement for Private Development between the City of Cedar Falls and Owen 5, L.L.C. for the construction of a new 10,000 square foot industrial use shop/office facility in the Northern Cedar Falls Industrial Park (1325 Rail Way). In return for constructing the building and adding taxable value, the City donated 3.90 acres of land to the company for the project.

The original Agreement required a minimum building valuation and permit valuation of \$450,000, with a total project minimum assessed valuation of \$700,000 (including land). Typically for projects with a minimum building valuation of under \$1,000,000, no tax incentives are included, except for the donation of land.

After approval of the Agreement, the company began preparations for construction, which included working with the builder to design and order the building. Once the final design of the building was complete, it was realized that the cost of the building was going to be higher compared to what the original Agreement called for, as the total cost of the building had gone from \$450,000 to \$1,200,000.

Because of this increase in building cost, Owen 5, L.L.C. is requesting that the City amend the current Agreement for Private Development in order to increase the minimum building and permit valuation from \$450,000 to \$1,200,000. By increasing the minimum building valuation to \$1,200,000, the property would then qualify for the 5-year Industrial Partial Property Tax Exemption (for reference, a project with a minimum building valuation between \$1,000,000 and \$1,200,000 generally would receive a 3-year partial property tax exemption, while a project with a minimum building valuation of \$1,200,000 or more would generally receive a 5-year partial property tax exemption).

The proposed changes for your consideration within the Amended and Restated Agreement for Private Development include increasing the minimum building valuation and minimum permit valuation from \$450,000 to \$1,200,000; increasing the minimum

assessed valuation from \$700,000 to \$1,450,000 (including land); and to provide for the 5-year Industrial Partial Property Tax Exemption.

Section 8.1 of the Amended and Restated 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 this project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual property taxes of \$35,137:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$26,353	\$8,784	\$35,137
2	60%	\$21,082	\$14,055	\$35,137
3	45%	\$15,812	\$19,325	\$35,137
4	30%	\$10,541	\$24,596	\$35,137
5	15%	\$5,271	\$29,867	\$35,137
		<u>\$79,028</u>	<u>\$96,627</u>	<u>\$175,686</u>

It should be noted that following City Council consideration of the Amended and Restated 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 in the near future.

The Amended and Restated Agreement for Private Development by and between the City of Cedar Falls, Iowa and Owen 5, L.L.C. is attached for your review. This Amended and Restated Agreement was reviewed by City Attorney Kevin Rogers, and is acceptable to both parties.

It is recommended that City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Owen 5, L.L.C.

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

xc: Ron Gaines, P.E., City Administrator
Joe Owen, Owen 5, L.L.C.



Owen 5, LLC
10,000 sq. ft.
Shop/Office

ITEM 9.

Hwy 218

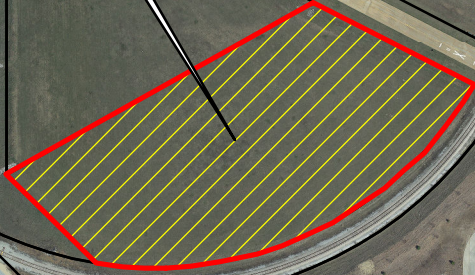
Northern Dr

Rail Way

East Central Iowa
Cooperative

Leversee Rd

Project Location



Standard Distribution

**AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT**

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

OWEN 5, L.L.C.

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AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Amended Agreement"), is made on or as of the ____ day of _____, 2020, 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, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, an AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement") between the City and Developer was approved by the City Council of the City on June 3, 2019, by Resolution No. 21,553; and

WHEREAS, the Agreement provided, among other things, for a minimum building permit value in the amount of \$450,000.00 as well as a minimum assessment for taxation purposes of building and land of \$700,000.00; and

WHEREAS, Developer has obtained a building permit and has begun construction of the minimum improvements described in the Agreement; and

WHEREAS, the actual value of the building permit when issued was \$1,200,000.00; and

WHEREAS, the actual assessment for taxation purposes of building and land when construction is completed is expected to be approximately \$1,450,000.00; and

WHEREAS, the Agreement did not provide for a partial property tax abatement, as the building did not meet the minimum building permit valuation of \$1,200,000.00 per City policy; and

WHEREAS, the actual value of the building permit when issued was \$1,200,000.00, which meets the minimum building permit valuation to provide for a partial property tax abatement; and

WHEREAS, the City and the Developer wish to amend and restate the Agreement to account for the aforementioned circumstances which will be of mutual benefit to the City and to the Developer; and

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 has acquired certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A-1 annexed 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 Amended Agreement by completing construction of certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Amended Agreement and the fulfillment generally of this Amended 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 others as follows:

ARTICLE I. DEFINITIONS

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

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

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 Amended Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Amended Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the 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 Amended 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, 2019, as amended.

Commencement Date means the date of the issuance by the City of a City issued building permit for the 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.

Developer means OWEN 5, L.L.C.

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

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

Minimum Improvements shall mean the construction of a Shop/Office Facility totaling at least 10,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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 Amended 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 Northern Cedar Falls Industrial Park Urban Renewal Area of the City described in Exhibit A-2 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.

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

Shop/Office Facility means the Minimum Improvements.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and 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 Assessment Agreement, as provided in Section 12.9 of this Amended 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 Area, 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 Amended Agreement and carry out its obligations hereunder.
- (b) This Amended 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 Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended 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 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 Amended Agreement without the consideration being made to the City pursuant to this Amended 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, Light Industrial District”. The “M-1, 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 this Amended Agreement.
- (b) This Amended 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.
- (c) The execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended 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.

- (d) 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 Amended Agreement or the ability of Developer to perform its obligations under this Amended Agreement.
- (e) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Amended Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (f) 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 Minimum Improvements may be lawfully constructed.
- (g) The construction of the Minimum Improvements will require a total investment of not less than One Million Two Hundred Thousand Dollars and no/100 Dollars (\$1,200,000.00), and a taxable valuation of One Million Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,450,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (h) 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.

- (i) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Amended Agreement.
- (j) 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 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.
- (k) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31st day of August, 2020.
- (l) The Developer would not undertake its obligations under this Amended Agreement without the consideration being made to the Developer pursuant to this Amended Agreement.
- (m) 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 MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the 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 Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Two Hundred Thousand Dollars and no/100 Dollars (\$1,200,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer has applied for and obtained from the City a building permit, and shall pay all necessary additional permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Two Hundred Thousand Dollars and no/100 Dollars (\$1,200,000.00).

Section 3.3. Construction Plans. The Developer has caused Construction Plans to be provided for the Minimum Improvements which were approved by the City as provided in this Section 3.3. The Construction Plans are in conformity with the Urban Renewal Plan, this Amended Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City has approved the Construction Plans in writing. Approval of the Construction Plans pursuant to this Section 3.3 constitutes approval for the purposes of this Amended 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.

Approval of the Construction Plans by the City does not relieve the Developer of any obligation to comply with the terms and provisions of this Amended 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 Amended Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 30th day of November, 2019, and completed (i) by no later than the 31st day of August, 2020, 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 Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the 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 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 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 Amended Agreement with respect to the obligations of the Developer to cause construction of the 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 Minimum Improvements in accordance with the provisions of this Amended Agreement, or is otherwise in default under the terms of this Amended 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; and
- (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 Amended 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 Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or 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 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 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 also contain a Governmental Immunities endorsement.
 - (iii) Worker's compensation insurance, with statutory coverage.

- (b) Upon completion of construction of the 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 coverage or the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the 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 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 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 general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries 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 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 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 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 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 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 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 Minimum Improvements (or, in the event only a part of

Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Amended Agreement, an 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 Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2021, of not less than One Million Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,450,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, 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 taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The 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 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 will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will 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 will 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 will comply with all laws, rules and regulations relating to the 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 8.1 of this Amended 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 Amended 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, but subject to the terms of the Assessment Agreement.
- (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, 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 abatement, if any, that is specifically provided for in this Amended 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 Amended Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the 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. 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 Amended 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, 2021, and ending on November 1, 2032, 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. 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 Amended

Agreement; (b) that this Amended Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Amended 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 12.2; 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 Amended Agreement.

Section 6.11. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk 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 12.9. 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 Amended Agreement, and, in addition to any remedies set forth in Section 11.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.1 of this Amended Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.1 of this Amended 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 Amended 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 Amended 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 6.11 of this Amended 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 Minimum Improvements under this Amended Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Minimum Improvements; it being the intent of this provision, together with other provisions of this Amended 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 Amended 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 Amended Agreement with respect

to the Development Property and the construction of the 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 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 Amended Agreement or otherwise with respect to the construction of the 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 Amended 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 Amended 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 Amended Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Amended 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 Amended 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 Amended 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. PARTIAL PROPERTY TAX EXEMPTION

Section 8.1. Partial Property Tax Exemption. Subject to Developer’s compliance with all of the terms and conditions of this Amended 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 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 Minimum Improvements are fully assessed – 75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

The obligation to timely and appropriately file an application for such exemption with the Black hawk County Assessor shall be that of the Developer.

ARTICLE IX. DEVELOPER’S OPTION

Section 9.1. Grant of Option. As additional consideration for Developer’s covenants as contained in this Amended Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Amended Agreement, but only for so long as Developer is not in default under this Amended Agreement, the City hereby grants Developer an irrevocable option (hereinafter the “Option”) to acquire the property described in Exhibit A-2 attached to this Amended 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 June 3, 2019 (the "Effective Date of the Agreement").
- (b) The Option shall be irrevocable until December 31, 2022 (hereinafter the "Option Expiration Date.>").
- (c) The Option shall be effective only if the Developer shall have performed all of its obligations to the City as set forth in this Amended Agreement and any agreements referenced in this Amended 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 purchasing the Option Property for a purchase price of One Hundred Eighty Five Thousand and no/100 Dollars (\$185,000.00) (the "Option Cash Purchase Price"), and on terms as are provided for in subsection 9.2(f) of this Amended Agreement.
- (e) The following procedure shall apply in the event that Developer exercises its Option under subsection 9.2(d)(1), after proper notice has been given by Developer:
 - 1) The City shall provide the Developer with a complete abstract of title to the Option Property, continued to a date subsequent to the date of Developer's notice of exercise of the Option by the Developer, that shows that title to the Option Property is vested in the City, free and clear of all liens and encumbrances of record as provided in subsection (2), all at the City's sole cost and expense.
 - 2) The City shall convey clear title to the Option Property to the Developer by Quit Claim Deed upon compliance with legally required public proceedings, and upon payment to the City by the Developer of the Option Cash Purchase Price. Such conveyance and title shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of

record, other than compliance with the terms and conditions of this Amended Agreement.

- 3) The City shall deliver the Quit Claim Deed of the Option Property to the Developer within sixty (60) days of the date the City receives Developer's notice of Developer's intent to exercise its Option to acquire the Option Property.
- 4) The Developer shall promptly file the Quit Claim Deed for recordation among the land records in the Office of the Recorder of the County. The Developer shall pay all costs for recording the Quit Claim Deed. Any revenue stamps or transfer tax on the Quit Claim Deed shall be paid for by the City.

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)(1) 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.

Section 9.5. Resale of Option Property Within Five Years. In the event that Developer, having acquired the Option Property by payment of the Option Cash Purchase Price under subsection 9.2(d)(1), sells the Option Property to any third party at any time within five (5) years of the date of the City's delivery of the Quit Claim Deed conveying the Option Property to the Developer, the Developer shall pay to the City an amount equal to fifty percent (50%) of the amount by which the sale price of the Option Property exceeds the Option Cash Purchase Price of \$185,000.00, which amount shall be paid in cash in full to the City immediately upon the happening of the sale of the Option Property by the Developer. Failure to pay said amount shall constitute a default under this Amended Agreement. For purposes of this subsection, the term "sell" shall include any voluntary or involuntary sale, exchange, or transfer of title to the Option Property, or any part thereof, to any person or entity whatsoever other than the City; provided, however, that Developer may grant a mortgage on the Option Property as security for a loan made to or guaranteed by the Developer, and the same shall not, in and of itself, constitute a sale of the Option Property within the meaning of this subsection.

ARTICLE X. INDEMNIFICATION

Section 10.1. 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 X, 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 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 Amended Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the 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 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 X shall survive the termination of this Amended Agreement.

ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Amended Agreement and the term "Event of Default" shall mean, whenever it is used in this Amended Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Amended Agreement, subject to Unavoidable Delays;

- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Amended Agreement;
- (c) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Amended Agreement, or the assets of Developer in violation of the provisions of Article VII of this Amended Agreement, until the Termination Date;
- (d) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (e) 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 Amended Agreement;
- (f) 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;
- (g) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.11, Relocation, of this Amended Agreement;
- (h) 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 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

- (i) Any obligation, representation or warranty made by any party to this Amended Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Amended 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 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Amended 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 Amended 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 Amended 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 Amended Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Amended 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 11.2 of this Article, then the City may proceed as provided in Section 11.2(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 11.5.

Section 11.3. 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 Amended 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 11.4. No Implied Waiver. In the event any agreement contained in this Amended 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 11.5. 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 XII. MISCELLANEOUS

Section 12.1. 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 12.2. 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 12.3. Notices. Whenever this Amended 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. Rodney Joe Owen
Manager
OWEN 5, L.L.C.
3318 Apollo Street
Cedar Falls, Iowa 50613

With a copy to: Steve Daniels
Dutton, Daniels, Hines, Kalkhoff, Cook & Swanson, P.L.C.
3151 Brockway Road
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 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Amended Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Provisions Not Merged With Deed. None of the provisions of this Amended 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 Amended Agreement.

Section 12.6. Governing Law. This Amended Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Amended 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 Amended Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Amended 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 12.9. Termination Date of Assessment Agreement. This Amended 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 Amended Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 12.10. Memorandum of Amended and Restated Agreement. The parties agree to execute and record a Memorandum of Amended and Restated Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Amended Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 12.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Amended Agreement all of those obligations which require immediate action.

Section 12.12. 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 12.13. Captions. The captions, headings, and arrangements used in this Amended Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 12.14. 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 12.15. Invalid Provisions. If any provision of this Amended 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 Amended Agreement, and upon such cancellation, this Amended Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 11.2(d) of this Amended Agreement.

Section 12.16. Multiple Counterparts. This Amended 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 Amended Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 12.17. 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 Amended Agreement and the performance by such party of its respective obligations hereunder.

Section 12.18. Time of the Essence. Time is of the essence with respect to all matters described in this Amended Agreement and related documents.

Section 12.19. Survival. Each provision of this Amended Agreement shall survive the occurrence of the other provisions of this Amended Agreement to the extent necessary to ensure full performance of said surviving provision.

Section 12.20. Agreement Terminated. Upon execution of this Amended Agreement, including all further agreements required to be executed under this Amended Agreement, and upon approval by the City Council of the City, the Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Agreement to have been fully satisfied, and shall be deemed to have waived and released any and all claims against each other under the Agreement, without the necessity of further notice.

[Signatures appear on following page]

IN WITNESS WHEREOF, the City has caused this Amended 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 Amended Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

OWEN 5, L.L.C.,
an Iowa limited liability company

By: _____
Rodney Joe Owen, Manager

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2020, 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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2020, by Rodney Joe Owen, Manager, OWEN 5, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

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 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 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 17, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.89 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Shop/Office Facility totaling at least 10,000 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	November 30, 2019
Substantial Completion	August 31, 2020
Issuance of Occupancy Permit	August 31, 2020

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, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"); and

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

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said 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 Amended Agreement, this is to certify that all covenants and conditions of the Amended Agreement with respect to the obligations of Developer and its successors and assigns, to construct the 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 Amended Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Amended 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)
) ss:
COUNTY OF BLACK HAWK)

This record was acknowledged before me on the _____ day of _____, 2020, 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

AMENDED MINIMUM ASSESSMENT AGREEMENT

THIS AMENDED MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2020, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and OWEN 5, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, the parties previously executed a certain Minimum Assessment Agreement dated as of June 3, 2019 and recorded at the office of the Black Hawk County, Iowa Recorder on June 25, 2019 as Document Number 2019-00019464 (the "Original Agreement"); and

WHEREAS, on or before the date hereof the City and Developer have entered into an Amended and Restated Agreement for Private Development dated as of _____, 2020 (the "Amended Agreement") regarding certain real property located in the City legally described as:

Lot 16, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Amended 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, 2019, 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 Amended Agreement (defined therein as the "Minimum Improvements"); and

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

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

1. This Amended Minimum Assessment Agreement amends and restates the Original Agreement in its entirety, effective as of the date hereof, so that the Original Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Original Agreement to have been fully satisfied, and shall be deemed to have waived and

released any and all claims against each other under the Original Agreement, without necessity of further notice.

2. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$1,450,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Amended Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before August 31, 2020.

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 Minimum Improvements or to the 3.90 acres of land, which together 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 Amended Minimum Assessment Agreement.

3. The Minimum Actual Value herein established shall be of no further force and effect and this Amended Minimum Assessment Agreement shall terminate on December 31, 2031.

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

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

6. This Amended 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 Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

OWEN 5, L.L.C.
An Iowa limited liability company

By: _____
Rodney Joe Owen, Manager

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

This record was acknowledged before me on the _____ day of _____, 2020, 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

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

This instrument was acknowledged before me on the _____ day of _____, 2020, by Rodney Joe Owen, Manager, OWEN 5, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the 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 Amended 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 Amended Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Amended Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 3.90 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,450,000.00, until termination of this Amended Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by _____,
County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

MEMORANDUM OF AMEDNED AND RESTATED 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, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended 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 Area and as more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Amended Agreement commenced on the ___ day of _____, 2020 and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Amended Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Amended and Restated 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 Amended and Restated Agreement for Private Development shall serve as notice to the public that the Amended 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 Amended Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Amended and Restated 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 Amended Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Amended 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 Amended and Restated Agreement for Private Development on the _____ day of _____, 2020.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

OWEN 5, L.L.C.
an Iowa limited liability company.

By: _____
Rodney Joe Owen, Manager

Prepared by: Shane Graham, 220 Clay Street, Cedar Falls, Iowa 50613, (319) 273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT AND AN AMENDED MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND OWEN 5, L.L.C.

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, and amended a sixth time by Resolution No. 21,368 on December 17, 2018, 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 Owen 5, L.L.C. ("Developer"), in the form of a proposed Amended and Restated Agreement for Private Development (the "Amended 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 Amended Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Shop/Office Facility totaling at least 10,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants 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 an Amended Minimum Assessment Agreement, whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,450,000.00 for a period through December 31, 2031; and

WHEREAS, the Council has determined that the Amended 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 Amended 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.

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 Amended Agreement in connection with the development of the Development Property under the terms set forth in the Amended 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 Amended 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 Amended 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 Amended Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be

approved by such officers, and that from and after the execution and delivery of the Amended 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 Amended Agreement as executed.

Section 3. That the form and content of the Amended 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 Amended Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amended 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 Amended Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, 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 _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2020.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

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

ORDINANCE NO. 2960

AN ORDINANCE REPEALING DIVISION 3, COLLEGE HILL SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT, OF ARTICLE X, MUNICIPAL IMPROVEMENT DISTRICTS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, ESTABLISHING A SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT WITHIN THE CITY OF CEDAR FALLS, IOWA.

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

Division 3, College Hill Self-Supported Municipal Improvement District, of Article X, Municipal Improvement Districts, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Division 3, College Hill Self-Supported Municipal Improvement District, is enacted in lieu thereof:

DIVISION 3. COLLEGE HILL SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT

Section 2-1085. Created; purpose.

There is hereby created in the city a self-supported municipal improvement district as defined in Chapter 386 of the 2019 Code of Iowa (referred to in this Article as "the Act"), the name of which district shall be the "College Hill Self-Supported Municipal Improvement District" (sometimes referred to in this article as the "district"), the purposes of which shall include those set forth in Section 2-1088.

Section 2-1086. Boundaries.

- (a) The proposed District includes contiguous property wholly within the boundaries of the City of Cedar Falls, and is comprised only of real property zoned for commercial or industrial uses, and property within any duly designated historic district, specifically excluding property zoned as residential property, unless the residential property is within a duly designated historic district. The proposed boundaries of the District are as follows: (All references to streets and street intersections refer to the center line or center point of the public right-of-way.)
- (b) That part of the Southeast Quarter of Section 14 and the Southwest Quarter of Section 13, Township 89 North, Range 14 West of Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa. Beginning at the Southeast (SE) corner "Campus Addition Cedar Falls, Black Hawk County, Iowa", point also

being the intersection of East (E) line of said addition and centerline of West Twenty-third Street; thence West along said centerline of West Twenty-third Street, to the East line of the West nine inches (9") of Lot 5, Campus Addition, extended South (S) to said centerline of West Twenty-third Street; thence North (N) along said extended East (E) to point on South (S) line of North 24.75 feet of said Lot 5, point being 57 feet West (W) of East line said Lot 5; thence deflect West to Southwest corner Lot 31 said Campus Addition; thence deflect North along East line of Lot 31 said Campus Addition to Southwest corner of Lot 1 of "Arthur P. Cotton's Addition Cedar Falls, Black Hawk County, Iowa"; thence deflect left to West line of Lot 1 Arthur P. Cotton's Addition; thence deflect North along said West line extended and continuing North along the West line of Lot 28 Arthur P. Cotton's Addition to Northwest corner said Lot 28; thence deflect West, along North line of Lot 27 Arthur P. Cotton's Addition to point 408.2 feet west of Southeast corner of Lot 43 of "Auditor Rainbow's Plat No. 3, Black Hawk County, Iowa"; thence deflecting North 86.2 feet as platted in said Auditor Rainbow's Plat No. 3; thence deflecting West 68.8 feet to point lying in Lot 41, which is 7 feet East of the West line of Lot 16 in "Sunnyside Addition Black Hawk County, Iowa"; thence deflecting North to point on South line Lot 16 Sunnyside Addition, 7 feet West of West line said Lot 16; thence West 7 feet to Southwest corner said lot 16; thence deflect North along West line said Lot 16 to point in said West line Lot 16, 100 feet South of Southerly right-of-way of West Twentieth Street; thence deflect West 25 feet to point in West line Lot 15, said Sunnyside Addition, 100 feet South of Southerly right-of-way of West Twentieth Street; thence deflect North 100 feet to Southerly right-of-way of West Twentieth Street; thence continue North on West line Lot 15 extended to center line of West Twentieth Street; thence deflect East along said centerline to its intersection with the centerline of College Street; thence deflecting North from said intersection North to intersection with the extended center line of West Twentieth Street as established through "Railroad Addition Black Hawk County, Iowa" and a portion of the unplatted Southwest Quarter of Section 13, Township 89 North, Range 14 West of Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa lying East of the Easterly right-of-way of College Street; thence East along centerline of said Twentieth Street to point where the West line of Lot 8 of Block 13 Railroad Addition would intersect if extended North; thence deflect to the right along said extended West line of Lot 8 of Block 13 Railroad Addition continuing along West lines of Lots 5, 6, and 7, and the extension South of the West line of said Lot 5 to its intersection with centerline of Twenty-first Street; thence East on said centerline to a point which would intersect with the extension of said line, 82.5 feet West of the East line of Lot 1 of Block 36 Railroad Addition if extended North, point also being the North line said Block 36; thence continue South along said line 66 feet to North line of "Normal Plat Black Hawk County, Iowa"; thence deflect West along said North line Normal Plat to point 116 feet East of West line said Normal Plat (point also being the East right-of-way line of College Street); thence deflect South 132 feet to point on North line of Lot 3 Normal Plat which is 115.18 feet East of West line said Normal Plat (said West line also being the East right-of-way line of College Street); thence deflect East to point 132 feet more or less from West line said Normal Plat; thence deflect South to South line of Lot 4 said Normal Plat (point also being North line of Twenty-second Street); thence continue South 33 feet to centerline of said Twenty-second Street; thence deflect East to

centerline of Olive Street as laid out in "Normal Addition Black Hawk County, Iowa"; thence deflect South along centerline said Olive Street to point which would intersect the South line of vacated West Twenty-third Street, if extended East to centerline of Olive Street; thence deflect West along South right-of-way line of said Twenty-third Street to West line said Normal Plat (point also being the East right-of-way line of College Street); thence continue West along said extended right-of-way line to East line of Campus Addition; thence deflect South along said East addition line to Southeast corner Campus Addition the point of beginning.

Section 2-1087. Findings.

It is found and determined that the above-described property meets the relationship and benefits requirements of Chapter 386.3(1)(c) of the Act. Specifically, the District is to be comprised of property related in some manner, including but not limited to present or potential use, physical location, condition, relationship to an area, or relationship to present or potential commercial or other activity in an area, so as to be benefited in any manner, including but not limited to a benefit from present or potential use of enjoyment of the property, by the condition, development or maintenance of the district or of any improvement or self-liquidating improvement of the district, or be comprised of property the owners of which have a present or potential benefit from the condition, development or maintenance of the district or of any improvement or self-liquidating improvement of the district.

Section 2-1088. Funding; purpose.

The purpose for the creation of the District and the imposition of a tax thereunder is to provide funding for the administrative expenses of the District to pay for the services of the College Hill Partnership, which develops and encourages retail businesses by way of promotion, development, growth, and organization, and which shall serve as an operation tax. Administrative expenses include, but are not limited to, administrative personnel salaries, a separate administrative office, planning costs including consultation fees, engineering fees, architectural fees, legal fees, and all other expenses reasonably associated with the administration of the District and the fulfilling of the purposes of the District. Parcels of property which are assessed as residential property for property tax purposes are exempt from the tax levied, except residential properties within a duly designated historic district.

Section 2-1089. Tax levies.

- (a) The City is hereby authorized to levy taxes pursuant to Section 386.8 of the Act for operations.
- (b) The maximum rate of tax to be imposed upon property in the District for operations shall be two dollars and seventy-five cents (\$2.75) per thousand dollars (\$1,000.00) of net taxable valuation per year, commencing with the levy for tax collection in the fiscal year beginning July 1, 2020, and continuing through fiscal year ending June 30, 2025. All monies collected pursuant thereto shall be deposited into the College Hill Self Supported Municipal Improvements District Fund, for the purposes outlined herein.

Section 2-1090. Copies on file.

The City Clerk shall cause a copy of the ordinance codified in this article to be filed in the Office of the Black Hawk County Recorder and in the Office of the Black Hawk County Treasurer.

INTRODUCED: _____ December 16, 2019 _____

PASSED 1st CONSIDERATION: _____ December 16, 2019 _____

PASSED 2nd CONSIDERATION: _____ January 6, 2020 _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2961

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-006)

WHEREAS, the owner of property located at 4911 University Avenue in Cedar Falls, Iowa has requested a rezoning from R-1 to C-1; and

WHEREAS, the Comprehensive Plan indicates that this property is appropriate for office and business park uses; and

WHEREAS, Owner does not currently have any specific plans to redevelop the subject property and therefore does not have a detailed development site plan; and

WHEREAS, the subject property directly abuts a low density residential neighborhood; and

WHEREAS, the Planning and Zoning Commission has determined that, with appropriate conditions with regard to building design, signage, building and parking setbacks, outdoor lighting, and open space buffering and landscape screening, the requested zoning would ensure an appropriate transition to the low density residential neighborhood and would be consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission has determined that since a detailed site plan has not be submitted at this time, if the property were to be developed according to the minimum site development standards that apply in the Major Thoroughfare Planned Commercial

(MPC) District, an appropriate transition between the commercial properties and the residential neighborhood could be established; and

WHEREAS, Iowa Code Section 414.5 provides that as a part of an ordinance changing land from one zoning district to another zoning district, a city council may impose conditions on a property owner which are in addition to existing regulations, if the additional conditions have been agreed to in writing by the property owner before the public hearing required by Iowa Code Section 414.5, or any adjournment of the hearing, and if the conditions are reasonable, and are imposed to satisfy public needs which are directly caused by the requested change; and

WHEREAS, the owner of the property to be rezoned has agreed that the property shall be developed in accordance with the terms and conditions of the Conditional Zoning Agreement, attached hereto, to ensure appropriate development in this area of the city; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, finds that, as a condition of the approval of the rezoning request, certain conditions must be imposed on the property owner and on the property which the City Council finds are reasonable and necessary in order to satisfy public needs which would be directly caused by the rezoning of the property as described herein; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning, subject however, to the conditional zoning agreement attached hereto and incorporated herein; and

WHEREAS, the said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

LOT NO. 3 IN THIRD ADDITION TO ORCHARD HILL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS THEREOF CONVEYED TO THE STATE OF IOWA BY DEEDS RECORDED IN 306 TLD 473 AND 499 DEED 343 AND ALSO THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NO. 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT NO. 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT NO. 3 A DISTANCE OF 32 FEET; THENCE WESTERLY ON A DIRECT LINE 83.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Be and the same is hereby removed from the R-1 Residential District and added to the C-1 Commercial District, subject, however, to the conditions set forth in the conditional zoning agreement attached hereto, and by this reference incorporated herein as fully as though set out word for word in this ordinance, which conditions are hereby imposed upon the property owner, his successors and assigns, and upon the above-described real estate, and shall run with the land.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-1 Commercial District, subject to a conditional zoning agreement, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ January 6, 2020 _____

PASSED 1ST CONSIDERATION: _____ January 6, 2020 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. 2962

AN ORDINANCE **(1)** REPEALING THE FOLLOWING SECTIONS OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATIONS AND TITLES: SECTION 23-359, IMPOUNDMENT OR IMMOBILIZATION OF VEHICLES; SECTION 23-373, PARKING PROHIBITED ON CITY PROPERTY LOCATED ADJACENT TO CITY HALL AND CITY HALL ANNEX; SECTION 23-379, LIMITED PARKING ON SPECIFIC STREETS; AND **(2)** REPEALING SECTION 23-381, ANGLE PARKING SPACES, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(3)** REPEALING DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STANDING, STOPPING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, CONSISTING OF SECTION 23-407, DEFINITIONS, SECTION 23-408, RIGHTS RESERVED BY THE CITY, SECTION 23-409, SUPERVISION OF PARKING OPERATIONS, SECTION 23-410, USE OF PARKING ENFORCEMENT DISTRICT FOR LOADING AND UNLOADING, SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, SECTION 23-412, DROP OFF/PICK UP ZONES ON SPECIFIC STREETS IN A PARKING ENFORCEMENT DISTRICT, SECTION 23-413, PARKING TIME LIMITS IN PARKING ENFORCEMENT DISTRICTS, SECTION 23-414, USE OF FUNDS COLLECTED FROM PARKING OPERATIONS AND ENFORCEMENT, SECTION 23-415, PARKING VIOLATIONS, SECTION 23-416, NOTICE OF PARKING VIOLATION, SECTION 23-417, REPORT OF PARKING VIOLATIONS, SECTION 23-418, PARKING PERMITS FOR MUNICIPAL LOTS OR PARKING FACILITIES, SECTION 23-419, TWO-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-420, THREE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-421, ONE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES, AND SECTION 23-422, PARKING PROHIBITED IN PORTIONS OF THE 22ND STREET WEST MUNICIPAL PARKING LOT DURING CERTAIN HOURS; AND **(4)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 23-359, Impoundment or Immobilization of Vehicles, Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and Section 23-379, Limited Parking on Specific Streets, all of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and New Section 23-359, Impoundment or Immobilization of Vehicles, New Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and New Section 23-379, Limited Parking on Specific Streets, are enacted in lieu thereof, as follows:

Sec. 23-359. - Impoundment or immobilization of vehicles.

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, on private property, whenever any such vehicle is parked in violation of this article.
- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
 - (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
 - a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
 - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.

- c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
 - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.
 - e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
 - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
- (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
 - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
 - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
 - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or in the event of a violation of section 23-387, is on private property.
 - a. *Entrance into impounded or immobilized vehicles.* If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
 - b. *Release of impounded or immobilized vehicles.*
 - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.

2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.

- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

Sec. 23-373. - Parking prohibited on city property located adjacent to city hall and city hall annex.

- (1) No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being described as follows: Lots 3, 4, 5, 6, 7 and 8, all in block 9 in the Original Plat of the city.
- (2) Exemption. The city may at its discretion designate certain parking spaces within this area as public parking spaces and identify those spaces by posting applicable signs.

Sec. 23-379. - Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
Third Street (West)	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.

Section 2. Section 23-381, Angle Parking Spaces, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 3. Division 2, Parking Enforcement Districts, Equipment, Operations and Facilities, of Article IV, Standing, Stopping and Parking, of Chapter 23, Traffic and Motor Vehicles, of The Code of Ordinances of The City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 2 is enacted in lieu thereof, as follows:

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES

ARTICLE IV. - STOPPING, STANDING AND PARKING^[3]

DIVISION 2. - PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES

Sec. 23-407. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Municipal parking lot means any parking area, not including streets or highways, designated as a public parking lot.

Operator means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

Park or parking means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

Parking enforcement district means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced.

Parking meter/pay station means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

Parking space means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

Person means any individual, firm, copartnership, association or corporation.

Street means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

Vehicle means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-408. - Rights reserved by city.

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-409. - Supervision of parking operations.

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-410. - Use of parking enforcement district for loading and unloading.

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-411. - Parking enforcement districts described.

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.
- (2) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-412. - Drop off/pick up zones on specific streets in a parking enforcement district.

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Prohibited
Second Street (East)	Drop off/Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.

Second Street (West)	Drop off/Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
	Drop off/Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street (West)	Drop off/Pick up Zone: On the north side 40 feet west of the Main Street line to a point 50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop off/Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
	Drop off/Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20 feet south of the south line of Second Street to 40 feet south of the south line of Second Street.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-413. - Parking time limits in parking enforcement districts.

(a) Generally.

(1) Unrestricted parking is allowed in a municipal lot unless a sign is posted by the City advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(2) Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the City advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(3) Rates for paid parking in a parking enforcement district shall be adopted by resolution of the city council and appropriately posted giving notice of said rates.

(4) The schedule of fines for violations of this division shall be in the same amount as stated in section 23-356.

(b) Enforcement times – Downtown parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this subsection shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) Enforcement times -- College Hill parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-414. - Use of funds collected from parking operations and enforcement.

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:
- (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.
 - (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
 - (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as

may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-415. - Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. Moving a vehicle to another parking space within the same hundred block of the same street that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-416. - Notice of parking violation.

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-417. - Report of parking violations.

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.

- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-418. - Parking permits for municipal parking lots or parking facilities.

Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display/registration of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-419. - Two-hour limit on parking in certain parking spaces on certain streets.

(a) Downtown parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) Main Street from First Street to Sixth Street.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(b) College Hill parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) College Street from 20th Street to 22nd Street

(b) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

(c) Anywhere within the 22nd Street East - North and 20th Street East - Plaza municipal parking lots.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-420. - Three-hour limit on parking in certain parking spaces on certain streets.

Downtown parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

- (1) Second Street from State Street to Clay Street.
- (2) Third Street from State Street to Clay Street.
- (3) Fourth Street from State Street to Washington Street.
- (4) Fifth Street from State Street to Washington Street.
- (6) State Street from Second Street to Fourth Street.
- (7) Washington Street from First Street to Sixth Street.
- (8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

(b) Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-421. - One-hour limit on parking in certain parking spaces.

College Hill parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
- (2) College Street from 22nd Street to 23rd Street.
- (3) Within the 23rd Street East municipal parking lot.

(b) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-422. - Parking prohibited in portions of the 22nd Street West municipal parking lot during certain hours.

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of the 22nd Street West municipal parking lot on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Ord. No. 2945, § 2, 6-17-2019)

Secs. 23-423—23-458. – Reserved

INTRODUCED: _____ January 6, 2020

PASSED 1ST CONSIDERATION: _____ January 6, 2020

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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

DR. MARTIN LUTHER KING, JR. DAY OF SERVICE PROCLAMATION

JANUARY 20, 2020

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and dreamed of a nation of liberty and justice for all; and

WHEREAS, Dr. King's teachings and activism for racial, economic, and social justice have left a profound and lasting impact on our cultural and intellectual landscape; and

WHEREAS, the United States Congress created the Dr. Martin Luther King Jr. Day of Service in 1994 as a national day of public service, grounded in his teachings, to address racial, economic and social disparities and injustice; and

WHEREAS, local non-profit organizations, the University of Northern Iowa, and the City of Cedar Falls have organized service projects to honor the memory and legacy of Dr. King;

THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim January 20, 2020, as Dr. Martin Luther King, Jr. Day of Service in the city of Cedar Falls, and encourage citizens to participate in a local service activity to commemorate this national holiday as "a day on, not a day off".

Signed this 16th day of January 2020.

Mayor Robert M. Green



COMMITTEE OF THE WHOLE

City Hall – Council Chambers

January 6, 2020

The Committee of the Whole met in the Council Chambers at 5:00 p.m. on January 6, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Kristine Stone from Ahlers & Cooney, Mark Little from MET Transit, Codie Leseman from INRCOG, and Planning and Zoning Commission members attended, as well as members of the community.

Mayor Green called the meeting to order and introduced the first item on the agenda, Capital Improvements Program (CIP). Jennifer Rodenbeck Director of Finance and Business Operations stated the CIP is a planning document and does not authorize funding of the project. She stated there are 217 projects totaling over \$307 million. She stated the document incorporates council goals and includes both infrastructure as well as quality of life projects. She also noted that the CIP was developed to maintain an even effect on tax rates. Ms. Rodenbeck then reviewed various projects and the timing of them. She stated there are 14 Stormwater projects totaling \$3.6 million and 19 Sewer project totaling \$76 million. She stated the City continue's to have a low use of the debit capacity, between 9-10%. Mayor Green opened it for comment from the Council. There were no comments. Ms. Rodenbeck stated the formal Public Hearing will be set for January 20, 2020.

Mayor Green moved on to the second item on the agenda Conflict of Interest/Ex Parte Communications/Roles of Elected Officials. Kevin Rogers City Attorney introduced Kristine Stone from Ahlers and Cooney. Ms. Stone reviewed a PowerPoint presentation regarding the City of Cedar Falls governance structure; elected Mayor and City Council and appointed City Administrator; and each body's roles. Ms. Stone stated a council member is a member of a governing body and should make decisions as a whole not individually. She stated State Law and City Code help guide elected officials and City Staff. She stated the Mayor is the Chief Executive Officer, Council will develop broad goals and City Administrator is the Chief Administrative Officer.

Ms. Stone reviewed the definition of conflict of interest. She explained per city policy an annual declaration of compliance is required and she said when in doubt the potential conflict should be disclosed and do not take action on the matter. Ms. Stone stated the potential conflict of interest does not have to be financial in nature. She reviewed Iowa Code Chapter 362 and Chapter 68B. A brief discussion was held.

Ms. Stone reviewed ex parte communication and stated it is due process, which requires fundamental fairness in a judicial proceeding guaranteed by the United States and Iowa Constitutions. She stated due process applies in situations where a city council is performing a quasi-judicial function, such as proceedings of a public hearing, some rezoning matters, license revocations, nuisance abatement and any and all appeals. Ms. Stone stated ex parte communications can lead to one party being heard more than the other or lead to a partial decision maker. She stated the council should be impartial decision makers giving equal time to both parties at the council meetings. She reviewed a list of prohibited communications. Ms. Stone stated an open meeting is

the preferred method for a meeting, this allows the public to be present. The meeting should have a majority of the members present, acting on the matter at hand. She reviewed the open meeting requirements. Ms. Stone then reviewed the 12 possible reasons for a closed session. She stated there must be a 2/3's vote of the council to go to a closed session. City Attorney Rogers stated a copy of the PowerPoint is available. There was a brief discussion.

Mayor Green continued to item three on the agenda, Bus Route Restructuring. Mark Little MET Transit General Manager stated the Metropolitan Transit Authority has a nine member board of trustees, five from Waterloo and four from Cedar Falls. He explained they have proposed a 3% increase for FY2021 funding, this is due to fuels costs and personnel costs. He stated there were 375,000 riders on the regular route, 60,000 riders on the para transit route and approximately 20,000 riders specifically on the Cedar Falls route. Codie Leseman Transportation Planner with INRCOG, reviewed a PowerPoint on the bus route restructuring. He stated public transportation is available to those individuals with no other option for transportation and helps individuals escape poverty. He stated all the businesses are equipped to handle handicapped/wheelchair bound individuals. He compared the cost of a bus pass, \$608/year, to that of owning a 5-year old car, \$5,265/year. He stated the bus is a reliable form of transportation compared to Uber/Lyft, which may be unpredictable with few drivers certain times of the day. Mr. Leseman reviewed the current Bus 9 and 11 Routes which are loop routes, only traveling in one direction. He stated all other routes are shared with Waterloo. He reviewed a bus trip example; the rider will have a 10 minute trip to the library, but will have a 50 minute trip back home. He reviewed a draft plan for a two directional route, which will cut travel time of the previous example to eight minutes to the library and eight minutes home. Mayor Green opened it up for discussion. Mr. Little stated the current rate is \$1.50/ride which is comparable statewide. He stated there may be a trade off in adding a two direction bus service with some routes being altered or eliminated. He said they will market to where the riders are. Stephanie Sheetz Director of Community Development stated increased cost, public outreach and driver's survey are being reviewed. She stated the increase is \$150,000/year and is a significant increase and they are still gathering information to make an assessment. Mr. Little stated they have implemented smaller buses due to the number of riders, allowing a small cost savings. Jennifer Rodenbeck Director of Finance and Business Operations stated the current budget for MET Transit is approximately \$400,000/year and in order to pay for the additional \$150,000, there would need to be an increase to the property tax MET Transit Levy.

Mayor Green introduced the final item on the agenda, bills and two payrolls. Daryl Kruse moved to approve the bills and two payrolls as presented, and Frank Darrah seconded the motion. The motion carried unanimously.

There being no further discussion, Daryl Kruse motioned to adjourn, and Mark Miller seconded the motion. Mayor Green adjourned the meeting at 6:36 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Assistant Police Chief
Date: January 16, 2020
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
- b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
- c) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.
- d) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 17.

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

Jordan Engel
1616 Belle Street
Cedar Falls, IA 50613

\$284.86 September 2019
4.27 2019 (fees)
\$289.13 Total owed

Property address: 1616 Belle St., CF
Parcel # 8913-18-102-016

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

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

**NOTICE OF PROPOSED FINAL
 ASSESSMENT PROCEEDINGS**

v.

JORDAN J. ENGEL

TO THE ABOVE-NAMED PERSON(S):	Jordan J. Engel
PROPERTY DESCRIPTION:	1616 Belle Avenue, Cedar Falls, Iowa Black Hawk County Parcel #8913-18-102-016
LEGAL DESCRIPTION OF PROPERTY:	Dahls Addition, N 50 Ft Lot 2, Auditor Whitney Road Plat, Part Lot 123, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property located at 1616 Belle Avenue pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1616 BELLE AVENUE, CEDAR FALLS, IOWA, PARCEL ID 8913-18-102-016

WHEREAS, it was determined that the property located at 1616 Belle Avenue, being legally described as Dahls Addition, N 50 Ft Lot 2, Auditor Whitney Road Plat, Part of Lot 123, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-102-016, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1616 Belle Avenue (Parcel ID 8913-18-102-016) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$289.13, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Dahls Addition, N 50 Ft Lot 2, Auditor Whitney Road Plat, Part of Lot 123,
Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-18-102-016

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

INVOICE

ITEM 17.

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

(319) 273-8600

TO: JORDAN ENGEL
1616 BELLE STREET
CEDAR FALLS, IA 50613

INVOICE NO: 36023
DATE: 9/25/19

CUSTOMER NO: 5503/5503

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 09/23/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15531 CODE ENFORCEMENT	284.86	284.86
			\$237.50
			\$47.36

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

TOTAL DUE: \$284.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/25/19 DUE DATE:10/25/19
CUSTOMER NO: 5503/5503

NAME: ENGEL, JORDAN
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36023
TERMS: NET 30 DAYS

AMOUNT:

\$284.86 431



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

November 4, 2019

Jordan Engel
1616 Belle Street
Cedar Falls, IA 50613

Dear Jordan Engel,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 9/23/19 for \$284.86, as well as late fees of \$4.27 for a total amount due of \$289.13. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 17.

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

(319) 273-8600

DATE: 10/31/19

TO: JORDAN ENGEL
1616 BELLE STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 5503/5503

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	9/25/19	MOWED LAWN ON: 09/23/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15531 CODE ENFORCEMENT	36023	10/25/19	284.86
					\$237.50
					\$47.36
GFFIN	10/31/19	FINANCE CHARGE-GEN FUND		12/02/19	4.27

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
4.27	284.86		

DUE DATE: 12/02/19

PAYMENT DUE:

289.13

TOTAL DUE:

\$289.13

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19
CUSTOMER NO: 5503/5503

NAME: ENGEL, JORDAN
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE:

\$289.13

433



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 8/23/2019 Case # 19-0318-GRSS
PROPERTY RESIDENT: Jordan J Engel
PROPERTY ADDRESS: 1616 Belle Ave
Property Owner Name: Jordan J Engel
Property Owner Address: 1616 Belle St
Cedar Falls, IA 50613

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

DAHLS ADDITION N 50 FT LOT 2 AUD WHITNEY ROAD PLAT PART OF L

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance.

- Apple tree needs to be trimmed back from the roadway and the apples removed from the ground.
Backyard is over grown with volunteer growth. Remove growth from the back deck and garage.
Trim all volunteer growth from fence lines.
And remove debris from trimming.
Remove all coolers and furniture from driveway.

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated.

The City will inspect the property in seven (7) days from the date of this mailing notice, on 08/23 to confirm compliance with the Ordinance requirements.

Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around foundation of property that need to be removed.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This is the only notice you will receive this season. Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.

Code Section Nature of the Violation Comply By

"OUR CITIZENS ARE OUR BUSINESS"

Sec. 17-246. - Noxious weeds prohibited It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

(1) Those defined in Iowa Code § 317.1A.

(2) Grass and weeds exceeding eight inches in height;

(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements

Compliance by 08/30/2019

Citation Points Abatement Action Pointed Assessed

Mow tall grass and weeds on the property. Trim or remove all volunteer growth.

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

If you should have any questions concerning this matter,

Please contact Greg Rekwart at code enforcement office at (319) 268-5186

Or reach to Brett Morris Public Works and Parks Division at 319-268-5516

If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Officer Greg Rekwart

Code Enforcement Officer

ITEM 17.



ITEM 17.



ITEM 17.



ITEM 17.



440

ITEM 17.



ITEM 17.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

Matthew & Christine Porter
234 Clark Drive
Cedar Falls, IA 50613

\$237.36 September 2019
3.56 2019 (fees)
\$240.92 Total owed

Property address: 234 Clark Dr., CF
Parcel # 8914-14-202-025

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

MATTHEW J. PORTER
CHRISTINE A. PORTER

TO THE ABOVE-NAMED PERSON(S):	Matthew J. Porter Christine A. Porter
PROPERTY DESCRIPTION:	234 Clark Drive, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-202-025
LEGAL DESCRIPTION OF PROPERTY:	Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property located at 234 Clark Drive pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 234 CLARK DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-14-202-025

WHEREAS, it was determined that the property located at 234 Clark Drive, being legally described as Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-202-025, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 234 Clark Drive (Parcel ID 8914-14-202-025) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$240.92, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-202-025

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

INVOICE

ITEM 18.

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

(319) 273-8600

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 36031
DATE: 9/25/19

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 09/16/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15529 CODE ENFORCEMENT	237.36	237.36
			\$190.00
			\$47.36

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

TOTAL DUE: \$237.36

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/25/19 DUE DATE:10/25/19
CUSTOMER NO: 5506/5506

NAME: PORTER, MATTHEW & CHRISTINE
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36031
TERMS: NET 30 DAYS

AMOUNT:

\$2 446



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

November 4, 2019

Matthew & Christine Porter
234 Clark Drive
Cedar Falls, IA 50613

Dear Matthew & Christine Porter,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 9/16/19 for \$237.36, as well as late fees of \$3.56 for a total amount due of \$240.92. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written over the printed name and title.

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 18.

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

(319) 273-8600

DATE: 10/31/19

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	9/25/19	MOWED LAWN ON: 09/16/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15529 CODE ENFORCEMENT	36031	10/25/19	237.36
					\$190.00
					\$47.36
GFFIN	10/31/19	FINANCE CHARGE-GEN FUND		12/02/19	3.56

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
3.56	237.36		

DUE DATE: 12/02/19

PAYMENT DUE: 240.92
TOTAL DUE: \$240.92

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19
CUSTOMER NO: 5506/5506

NAME: PORTER, MATTHEW & CHRISTINE
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$240.92

448



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 9/6/2019 Case # 19-0350-GRSS
PROPERTY RESIDENT: Matthew J Porter, Christine A Porter
PROPERTY ADDRESS: 234 Clark Dr
Property Owner Name: Matthew J Porter, Christine A Porter
Property Owner Address: 234 Clark Dr
Cedar Falls, IA 50613,

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

WESTWOOD HEIGHTS ADDITION LOT 64

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/13/2019, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This also includes removal of all brush piles in the yard.

This is the only notice you will receive this season.

Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.

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

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

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

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

If you should have any questions concerning this matter, please contact the Community Development office at (319) 273-8600. If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Greg Rekwart", with a long horizontal flourish extending to the right.

Officer Greg Rekwart
Code Enforcement Officer

ITEM 18.



ITEM 18.



ITEM 18.



ITEM 18.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 19.

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Daniels, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

Connie Smith
929 Newman Avenue
Cedar Falls, IA 50613

\$213.61	October 2019
<u>0.00</u>	2019 (fees)
\$213.61	Total owed

Property address: 929 Newman Ave., CF
Parcel # 8913-18-154-001

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

CONNIE M. SMITH

TO THE ABOVE-NAMED PERSON(S):	Connie M. Smith
PROPERTY DESCRIPTION:	929 Newman Avenue, Cedar Falls, Iowa Black Hawk County Parcel #8913-18-154-001
LEGAL DESCRIPTION OF PROPERTY:	Pfeiffer Place, W ½ Lot 133, W ½ Lot 134, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property located at 929 Newman Avenue pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 929 NEWMAN AVENUE, CEDAR FALLS, IOWA, PARCEL ID 8913-18-154-001

WHEREAS, it was determined that the property located at 929 Newman Avenue, being legally described as Pfeiffer Place, W ½ Lot 133, W ½ Lot 134, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-154-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 929 Newman Avenue (Parcel ID 8913-18-154-001) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$213.61, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Pfeiffer Place, W ½ Lot 133, W ½ Lot 134, Cedar Falls, Black Hawk County,
Iowa,
Parcel ID 8913-18-154-001

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

INVOICE

ITEM 19.

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

(319) 273-8600

TO: CONNIE SMITH
929 NEWMAN AVENUE
CEDAR FALLS, IA 50613

INVOICE NO: 36149
DATE: 10/07/19

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 10/03/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15613 CODE ENFORCEMENT	213.61	213.61
			\$166.25
			\$47.36

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

TOTAL DUE: \$213.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/07/19 DUE DATE: 11/06/19
CUSTOMER NO: 2846/216282

NAME: SMITH, CONNIE
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36149
TERMS: NET 30 DAYS

AMOUNT:

\$2 459



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

November 4, 2019

Connie Smith
929 Newman Avenue
Cedar Falls, IA 50613

Dear Connie Smith,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 10/3/19 for \$213.61, as well as late fees of \$0.00 for a total amount due of \$213.61. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style with some loops and flourishes.

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 19.

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

(319) 273-8600

DATE: 10/31/19

TO: CONNIE SMITH
929 NEWMAN AVENUE
CEDAR FALLS, IA 50613

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	7/31/19	BEGINNING BALANCE			382.57
GFFIN	8/30/19	FINANCE CHARGE-GEN FUND			2.85
GFFIN	8/30/19	FINANCE CHARGE-GEN FUND			2.85
GFFIN	9/30/19	FINANCE CHARGE-GEN FUND			2.85
GFFIN	9/30/19	FINANCE CHARGE-GEN FUND			2.85
CEMOW	10/07/19	MOWED LAWN ON: 10/03/19	36149	11/06/19	213.61
		PER ORDINANCE 17-246&247			
		PROFESSIONAL LAWN CARE INV.#15613			\$166.25
		CODE ENFORCEMENT			\$47.36
GFFIN	10/31/19	**** Collection **** SMITH, CONNIE			2.85-
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			2.85-
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			2.85-
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			2.85-
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			2.85-
PMISC	10/31/19	**** Collection **** SMITH, CONNIE			189.86-
PMISC	10/31/19	**** Collection **** SMITH, CONNIE			189.86-

CONTINUED ON NEXT PAGE...

ITEM 19.

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

(319) 273-8600

DATE: 10/31/19

TO: CONNIE SMITH
929 NEWMAN AVENUE
CEDAR FALLS, IA 50613

CUSTOMER NO: 2846/216282

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------	-------------	------------	----------	--------------

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
213.61			

DUE DATE: 12/02/19

PAYMENT DUE: 213.61
TOTAL DUE: \$213.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19 NAME: SMITH, CONNIE
CUSTOMER NO: 2846/216282 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$213.61

462



DEPARTMENT OF COMMUNITY DEVELOPMENT

ITEM 19.

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

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

EFFECTIVE DATE OF THIS NOTICE: 9/24/2019 Case # 19-0379-GRSS
PROPERTY RESIDENT: Connie M Smith
PROPERTY ADDRESS: 929 Newman Ave

Property Owner Name: Connie M Smith
Property Owner Address: 929 Newman AV
Cedar Falls, IA 50613

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

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice 9/24/2019, to confirm compliance with the Ordinance requirements.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance, after 10/01/2019.

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

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

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

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

"OUR CITIZENS ARE OUR BUSINESS"

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

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward
Code Enforcement Officer

ITEM 19.



ITEM 19.



ITEM 19.



ITEM 19.



ITEM 19.



ITEM 19.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 20.

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

Michael & Kristin Wells
2802 Arbors Drive
Cedar Falls, IA 50613

\$308.61 September 2019
4.63 2019 (fees)
\$313.24 Total owed

Property address: 2610 Valley Park, CF
Parcel # 8914-13-479-013

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

MICHAEL TODD WELLS
KRISTIN LEA WELLS

TO THE ABOVE-NAMED PERSON(S):	Michael Todd Wells Kristin Lea Wells
PROPERTY DESCRIPTION:	2610 Valley Park Drive, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-479-013
LEGAL DESCRIPTION OF PROPERTY:	Valley Park Addition, Lot 43, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property located at 2610 Valley Park Drive pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2610 VALLEY PARK DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-13-479-013

WHEREAS, it was determined that the property located at 2610 Valley Park Drive, being legally described as Valley Park Addition, Lot 43, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-479-013, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2610 Valley Park Drive (Parcel ID 8914-13-479-013) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$313.24, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Valley Park Addition, Lot 43, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-13-479-013

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

INVOICE

ITEM 20.

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

(319) 273-8600

TO: MICHAEL & KRISTIN WELLS
2802 ARBORS DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 36037
DATE: 9/25/19

CUSTOMER NO: 5505/5505

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 09/23/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15531 CODE ENFORCEMENT <i>Location: 2410 Valley Park Drive</i>	308.61	308.61
			\$261.25
			\$47.36

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

TOTAL DUE: \$308.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/25/19 DUE DATE: 10/25/19
CUSTOMER NO: 5505/5505

NAME: WELLS, MICHAEL & KRISTIN
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36037
TERMS: NET 30 DAYS

AMOUNT: \$308.61

475



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

November 4, 2019

Michael & Kristin Wells
2802 Arbors Drive
Cedar Falls, IA 50613

Dear Michael & Kristin Wells,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 9/23/19 for \$308.61, as well as late fees of \$4.63 for a total amount due of \$313.24. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 20.

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

(319) 273-8600

DATE: 10/31/19

TO: MICHAEL & KRISTIN WELLS
2802 ARBORS DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5505/5505

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	9/25/19	MOWED LAWN ON: 09/23/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15531 CODE ENFORCEMENT	36037	10/25/19	308.61
					\$261.25
					\$47.36
GFFIN	10/31/19	FINANCE CHARGE-GEN FUND		12/02/19	4.63

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
4.63	308.61		

DUE DATE: 12/02/19

PAYMENT DUE: 313.24
TOTAL DUE: \$313.24

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19
CUSTOMER NO: 5505/5505

NAME: WELLS, MICHAEL & KRISTIN
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$313.24

477



DEPARTMENT OF COMMUNITY DEVELOPMENT

ITEM 20.

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

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

EFFECTIVE DATE OF THIS NOTICE: 8/16/2019 Case # 19-0281-GRSS
PROPERTY RESIDENT: Michael Todd Wells, Kristin Lea Wells
PROPERTY ADDRESS: 2610 Valley Park Dr

Property Owner Name: Michael Todd Wells, Kristin Lea Wells
Property Owner Address: 2802 Arbors Dr, 2802 Arbors Dr
Cedar Falls, IA 50613, Cedar Falls, IA 50613

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

VALLEY PARK ADDITION LOT 43

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 08/08 to confirm compliance with the Ordinance requirements.

Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around foundation of property that need to be removed.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This is the only notice you will receive this season.
Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor, equipment and legal fees.

Code Section Nature of the Violation Comply By

Sec. 17-246. - Noxious weeds prohibited It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A.
- (2) Grass and weeds exceeding eight inches in height;
- (3) **Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread**

"OUR CITIZENS ARE OUR BUSINESS"

through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Bring into compliance by 08/23/2019

Citation Points Abatement Action Pointed Assessed

Mow tall grass and weeds on the property. Trim or remove all volunteer growth.

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

If you should have any questions concerning this matter,

Please contact Greg Rekwart at code enforcement office at (319) 268-5186

If you have already taken care of this problem, the Code Enforcement appreciates your cooperation.



Officer Greg Rekwart
Code Enforcement Officer

ITEM 20.



ITEM 20.



ITEM 20.



ITEM 20.



ITEM 20.



ITEM 20.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 21.

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

James Walter Larsen
2040 Waterloo Road
Cedar Falls, IA 50613

\$237.36	October 2019
<u>0.00</u>	2019 (fees)
\$237.36	Total owed

Property address: 2040 Waterloo Rd., CF
Parcel # 8913-18-158-014

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

JAMES WALTER LARSEN

TO THE ABOVE-NAMED PERSON(S):	James Walter Larsen
PROPERTY DESCRIPTION:	2040 Waterloo Road, Cedar Falls, Iowa Black Hawk County Parcel #8913-18-158-014
LEGAL DESCRIPTION OF PROPERTY:	Highview First Addition, Lot 21, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property located at 2040 Waterloo Road pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 2040 WATERLOO ROAD, CEDAR FALLS, IOWA, PARCEL ID 8913-18-158-014

WHEREAS, it was determined that the property located at 2040 Waterloo Road, being legally described as Highview First Addition, Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-18-158-014, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2040 Waterloo Road (Parcel ID 8913-18-158-014) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$237.36, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Highview First Addition, Lot 21, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-18-158-014

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

INVOICE

ITEM 21.

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

(319) 273-8600

TO: JAMES WALTER LARSEN
2040 WATERLOO RD
CEDAR FALLS, IA 50613

INVOICE NO: 36142
DATE: 10/07/19

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 10/04/19 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#15614 CODE ENFORCEMENT	237.36	237.36
			\$190.00
			\$47.36

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

TOTAL DUE: \$237.36

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/07/19 DUE DATE: 11/06/19
CUSTOMER NO: 1274/216284

NAME: LARSEN, JAMES WALTER
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36142
TERMS: NET 30 DAYS

AMOUNT:

\$2 490



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

November 4, 2019

James Walter Larsen
2040 Waterloo Road
Cedar Falls, IA 50613

Dear James Walter Larsen,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 10/4/19 for \$237.36, as well as late fees of \$0.00 for a total amount due of \$237.36. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', written over a large, circular flourish.

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 21.

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

(319) 273-8600

DATE: 10/31/19

TO: JAMES WALTER LARSEN
2040 WATERLOO RD
CEDAR FALLS, IA 50613

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	7/31/19	BEGINNING BALANCE			454.89
GFFIN	8/30/19	FINANCE CHARGE-GEN FUND			3.92
GFFIN	8/30/19	FINANCE CHARGE-GEN FUND			2.85
GFFIN	9/30/19	FINANCE CHARGE-GEN FUND			3.92
GFFIN	9/30/19	FINANCE CHARGE-GEN FUND			2.85
CEMOW	10/07/19	MOWED LAWN ON: 10/04/19	36142	11/06/19	237.36
		PER ORDINANCE 17-246&247			
		PROFESSIONAL LAWN CARE INV.#15614			\$190.00
		CODE ENFORCEMENT			\$47.36
GFFIN	10/31/19	**** Collection ****			3.92-
		LARSEN, JAMES WALTER			
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF			3.92-
		FINANCE CHARGE-GEN FUND			
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF			2.85-
		FINANCE CHARGE-GEN FUND			
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF			3.92-
		FINANCE CHARGE-GEN FUND			
GFFIN	10/31/19	BILLING ERROR/WRITE-OFF			2.85-
		FINANCE CHARGE-GEN FUND			
INMSC	10/31/19	**** Collection ****			189.86-
		LARSEN, JAMES WALTER			
PMISC	10/31/19	**** Collection ****			261.11-
		LARSEN, JAMES WALTER			

CONTINUED ON NEXT PAGE...

ITEM 21.

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

(319) 273-8600

DATE: 10/31/19

TO: JAMES WALTER LARSEN
2040 WATERLOO RD
CEDAR FALLS, IA 50613

CUSTOMER NO: 1274/216284

TYPE: MS - MISCELLANEOUS

CHARGE	DATE DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------------------	------------	----------	--------------

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
237.36			

DUE DATE: 12/02/19

PAYMENT DUE: 237.36
TOTAL DUE: \$237.36

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19
CUSTOMER NO: 1274/216284

NAME: LARSEN, JAMES WALTER
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$237.36



DEPARTMENT OF COMMUNITY DEVELOPMENT

ITEM 21.

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

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

EFFECTIVE DATE OF THIS NOTICE: 9/25/2019 Case # 19-0381-GRSS
PROPERTY RESIDENT: James Walter Larsen
PROPERTY ADDRESS: 2040 Waterloo Rd

Property Owner Name: James Walter Larsen
Property Owner Address: 2040 Waterloo Rd
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance.

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice 9/25/2019, to confirm compliance with the Ordinance requirements.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance, after 10/2/2019.

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

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

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

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

"OUR CITIZENS ARE OUR BUSINESS"

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

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward
Code Enforcement Officer

ITEM 21.



ITEM 21.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 22.

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: December 16, 2019
SUBJECT: Property Assessments

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

ME Associates LLC
642 Kirby Lane #105
Spanish Fork, UT 84660

\$2089.58 September 2019
31.34 2019 (fees)
\$2120.92 Total owed

Property address: 1st & Whitetail, CF
Parcel # 8914-10-226-012

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

ME ASSOCIATES, LLC

TO THE ABOVE-NAMED PERSON(S):

ME ASSOCIATES, LLC

PROPERTY DESCRIPTION:

(Land-No Address) Cedar Falls, Iowa
Black Hawk County Parcel #8914-10-226-012

LEGAL DESCRIPTION OF PROPERTY:

(Lengthy Legal Description)
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow/clear vegetation on the property described as Black Hawk County Parcel #8914-10-226-012 pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 20, 2020**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY DESCRIBED AS LAND IN CEDAR FALLS, BLACK HAWK COUNTY PARCEL ID 8914-10-226-012

WHEREAS, it was determined that the property located in Cedar Falls, Iowa and described as 18.887 acres of land in Cedar Falls, Black Hawk County Parcel ID 8914-10-226-012, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property described as Black Hawk County Parcel ID 8914-10-226-012 to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$2,120.92, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being described as follows:

Land 18.887 acres in Cedar Falls, Iowa
Black Hawk County Parcel ID 8914-10-226-012,

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

PASSED AND ADOPTED this 20th day of January, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

INVOICE

ITEM 22.

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

(319) 273-8600

TO: ME ASSOCIATES LLC
642 KIRBY LANE #105
SPANISH FORK, UT 84660

INVOICE NO: 36014
DATE: 9/12/19

CUSTOMER NO: 5502/5502

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED 35 ACRES AT 1ST & WHITETAIL ON 9/6/19 PER ORDINANCE 17-246	2,089.58	2,089.58
	PROFESSIONAL LAWN CARE INV.#15521		\$1,947.50
	CODE ENFORCEMENT		\$142.08

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

TOTAL DUE: \$2,089.58

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/12/19 DUE DATE:10/14/19
CUSTOMER NO: 5502/5502

NAME: ME ASSOCIATES LLC
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36014
TERMS: NET 30 DAYS

AMOUNT: \$2,089.58

502



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

November 4, 2019

ME Associates
642 Kirby Lane #105
Spanish Fork, UT 84660

Dear ME Associates,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1st & Whitetail on 9/6/19 for \$2089.58, as well as late fees of \$31.34 for a total amount due of \$2120.92. **If no payment is received by November 19, 2019 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read 'Andrea Ludwig', written over a large, stylized circular flourish.

Andrea Ludwig
Financial Clerk

Enclosure

ITEM 22.

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

(319) 273-8600

DATE: 10/31/19

TO: ME ASSOCIATES LLC
642 KIRBY LANE #105
SPANISH FORK, UT 84660

CUSTOMER NO: 5502/5502

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
INMSC	9/12/19	MOWED 35 ACRES AT 1ST & WHITETAIL ON 9/6/19 PER ORDINANCE 17-246	36014	10/14/19	2,089.58
		PROFESSIONAL LAWN CARE INV.#15521			\$1,947.50
		CODE ENFORCEMENT			\$142.08
GFFIN	10/31/19	FINANCE CHARGE-GEN FUND		12/02/19	31.34

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
31.34	2089.58		

DUE DATE: 12/02/19

PAYMENT DUE: 2,120.92
TOTAL DUE: \$2,120.92

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/19 DUE DATE: 12/02/19 NAME: ME ASSOCIATES LLC
CUSTOMER NO: 5502/5502 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$2,120.92

504



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEED

EFFECTIVE DATE OF THIS NOTICE:08/08/2019
07/01/2019

Case # 19-0151-GRSS

PROPERTY OWNERS:ME ASSOCIATES

PROPERTY ADDRESS: ME. ASSOCIATES
642 KIRBY LN NO 105
SPANISH FORK, UTAH
84660

Attention: Mike Morley

PROPERTY DSICRIPTION: BLACK HAWK COUNTY
PIN 891410226009
LOCATION THUNDERRIDGE DEVELOPMENT
BOARDING on First street and white tail Dr.
In; Cedar Falls Iowa

Included is a map of the property in question, for
your reference Mike

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

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your
cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days
from the date of this mailing notice, on 08/08 to confirm compliance with the Ordinance requirements.

Grass is over 8" in height and there is a large amount of volunteer over growth of bushes and trees around
foundation of property that need to be removed.

If the property is not brought into compliance after the seven days, the City will mow the property to bring it
into compliance.

This is the only notice you will receive this season.
Any future violations of the ordinance stating grass shall not exceed more than 8" in height, will be
automatically scheduled and mowed by the city of Cedar Falls; and billed to you which includes labor,
equipment and legal fees.

Code Section Nature of the Violation Comply By

"OUR CITIZENS ARE OUR BUSINESS"

Sec. 17-246. -
Noxious weeds
prohibited

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

08/15/2019

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

Citation Points	Abatement Action	Pointed Assessed
	Mow tall grass and weeds on the property. Trim or remove all volunteer growth.	

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

If you should have any questions concerning this matter,
Please contact Greg Rekwad at code enforcement office at (319) 268-5186
Or reach to Brett Morris Public Works and Parks Division at 319-268-5516
If you have already taken care of this problem, the Park Division appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Officer Greg Rekwad
Code Enforcement Officer



ITEM 22.





ITEM 22.



ITEM 22.



512







ITEM 22.



ITEM 22.



ITEM 22.





ITEM 22.



520



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 Robert Green and Cedar Falls City Council
FROM: Heather Skeens, Cultural Programs Supervisor
DATE: January 10, 2020
SUBJECT: Public Art at City Hall – Contract with Sculptor Gillian Christy

Summary: The Cedar Falls Art and Culture Board and city staff have reviewed the attached contract with artist Gillian Christy for the design and fabrication of a sculpture to be installed at the west side of City Hall, at 220 Clay Street, near the main entrance. Prepared by Heather Skeens, reviewed by Stephanie Sheetz and Kevin Rogers, and signed by the artist, the board respectfully requests that the City Council consider the contract for approval and payment.

Financial Considerations: The budget for the project is as follows:

Site work at City Hall	\$2,000.00
Artwork	\$20,000.00

The City will complete the site work and foundation for the artwork. Electricity is available at the site and the City will provide uplighting. Site work will be funded through the Public Works budget. In order to complete the project, the Eternal Flame in front of City Hall will be relocated. In October of 2018, Mark Ripplinger worked with Michael Butler at VFW Post 3896 to gain permission to move the Eternal Flame to Veteran's Park, where it was agreed the sculpture would gain increased visibility.

Funding toward the new artwork for City Hall has been successfully raised. The Cedar Falls Public Art Committee (PAC) actively fundraised through their Cedar Falls Community Foundation account, receiving a large donation from the Crews family and additional donations from the community. The Cedar Falls Art and Culture Board approved \$5,000 of board funds to support the project in July 2019, and PAC will contribute \$2000.00. The remaining \$13,000 was raised through private donations at the Community Foundation, including \$1000 from the Cedar Falls Rotary.

Selection Process: A subcommittee of PAC worked closely with the Crews family to write the RFP for the project. This committee consisted of PAC members Kristina Mehmen, Dan Perry, Ronelle Crews and the late Barbara Brown. The committee sent a request for proposals to

regional artists for the commission of a work of art. Seven artists responded and two were asked to submit additional materials, including consideration of an application of color, prior to a final review by PAC.

The Art and Culture Board recommends City Council approve the contract with Ms. Christy. If you have any questions or comments, please feel free to contact me.

CC: Stephanie Sheetz, Director of Community Development
 Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

AGREEMENT BETWEEN SCULPTOR AND CITY OF CEDAR FALLS, IOWA

THIS AGREEMENT is made and entered into on this 5th day of December, 2019, by and between Gillian Christy, whose mailing address for purposes of this Agreement is 11 Humphreys Street, Boston, Massachusetts, 02125 (hereinafter referred to as the "Sculptor") and the City of Cedar Falls, Iowa, whose mailing address for purposes of this Agreement is c/o City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, Owner desires to have a public sculpture completed, to be displayed on its property at the prepared sculpture site on the west side of City Hall, at 220 Clay Street, in Cedar Falls, Iowa (hereinafter referred to as the "Site"); and

WHEREAS, Sculptor has prepared a description of the sculpture and an artist's plan and has delivered the same to Owner; and

WHEREAS, Sculptor has prepared plans and specifications for the sculpture's foundation; and

WHEREAS, Owner has approved said description of sculpture and artist's sketch and the plans and specifications for the foundation, and desires to commission the sculpture; and

WHEREAS, the parties have reached agreement on this matter and desire to reduce their agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work.

- (a) The Sculptor shall produce, deliver and install at Sculptor's sole cost and sole risk a sculpture (hereinafter referred to as the "Art Work") as described in the Sculptor's description of sculpture, plan sketch and model, attached hereto and marked Exhibit "A." The parties agree that the Art Work shall consist generally of stainless steel, at approximately 9'h x 8' w x 45"d, and will be delivered as portrayed in the attached renderings. The exact location of the Art Work will be determined by Department Director with consideration of ongoing site planning and City Hall renovations; final placement will be near the building entry on the western-facing façade of City Hall.
- (b) The Owner shall locate and produce at the Site the necessary foundation for the Art Work as described in the Sculptor's plans and

specifications for the foundation. At its option, the Owner shall produce lighting and landscaping at the Site.

Owner shall perform the necessary work to complete the foundation as called for in the plans and specifications for the foundation, attached hereto as Exhibit "B", within thirty (30) days prior to completion and delivery of the Art Work to the Site. Sculptor shall notify the Owner a reasonable amount of time in advance of when the Art Work will be delivered to the Site, so that Owner may arrange for the remaining foundation work to be performed in a timely manner.

2. Time Schedule.

- (a.) Owner agrees that the Art Work installation is dependent on the placement and fabrication of the foundation and that this requires the foundation to be completed at a reasonable time before the sculpture installation can be finalized.
- (b.) Sculptor agrees that the Art Work to be produced pursuant to the terms of this Agreement shall be commenced upon receipt of the first payment as set forth in Paragraph 4 of this Agreement, and shall be delivered to and installed at the Site no later than June 15, 2020.

3. Delay in Time Schedule. The parties agree that if Sculptor is delayed at any time in the progress of producing the Art Work by an act or neglect of Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Sculptor's control, or by other causes which Owner in its sole discretion determines may justify delay, then the time for performance under this Agreement shall be extended for such reasonable amount of time as Owner, after consultation with Sculptor, may determine in Owner's sole discretion. Sculptor agrees that any claim of delay shall be communicated to Owner by written notice within ten (10) days after the occurrence of the event giving rise to such claim of delay.

4. Consequences of Delay in Time Schedule. Sculptor acknowledges that time is of the essence of this Agreement. The parties agree that if the Art Work is not delivered to and installed on the Site in accordance with the time schedule set forth in Paragraph 2 of this Agreement, then a penalty shall accrue based on the following schedule, with the amount of said penalty deducted from the consideration otherwise payable for the Art Work.

<u>If Art Work is not Delivered to and Installed on the Site by the Following Date:</u>	<u>The Following Penalty (Stated as a Percentage of the Consideration) Shall Apply:</u>
July 15, 2020	Ten (10) percent
August 15, 2020	Fifteen (15) percent
September 15, 2020	Twenty (20) percent

The parties agree that if the Art Work is not delivered to and installed on the Site by October 15, 2020, Owner shall be entitled to cancel this Agreement upon written notice to Sculptor, whereupon this Agreement shall be canceled, rescinded and terminated, and Sculptor shall be obligated to repay Owner all sums previously paid to Sculptor under the terms of this Agreement.. Owner shall thereupon have no further responsibility to Sculptor under this Agreement.

The parties agree that any delay approved by the Owner pursuant to Paragraph 3 of this Agreement shall extend the above-described deadlines by a period equal to the length of the delay approved by Owner pursuant to Paragraph 3 of this Agreement.

5. Acceptance and Approval of Art Work. Owner shall inspect and give written notice of approval or disapproval that the Art Work conforms to the design specified in this Agreement within fifteen (15) days after the Art Work is fully completed, delivered to and installed on the Site. If a written notice of approval or disapproval is not given to Sculptor within fifteen (15) days after completion and installation of the Art Work at the Site, then the Art Work shall be considered approved. Any notice of disapproval shall set forth the specific grounds thereof, and Sculptor shall then have a reasonable time, not to exceed thirty (30) days, to remedy Owner's objections and complete the Art Work, after which Sculptor shall give written notice of completion to Owner. Owner shall then proceed to inspect the Art Work and give written notice of approval or disapproval that the Art Work conforms to the design specified in this Agreement within ten (10) days after receipt of written notice of completion from Sculptor. After Owner's second inspection of the Art Work, if Owner reasonably believes the Art Work fails to conform to the design specified in this Agreement, the parties shall attempt to resolve their differences, failing which either party may resort to legal action to resolve the dispute. Owner is not responsible for for any damage, destruction, theft or other casualty to the Art Work prior to final acceptance by Owner.

6. Consideration. Owner agrees to pay Sculptor the total consideration of Twenty thousand Dollars (\$20,000) for completion of the Art Work and all related expenses of producing the Art Work, including transportation and delivery to the Site, and installation as provided in Paragraph 1 of this Agreement. Said consideration shall be paid to Sculptor in the following installments:
- (a) Fifty percent (50%) of the consideration shall be paid to Sculptor no later than ten (10) days after the date of execution of this Agreement.
 - (b) Fifty percent (50%) of the consideration shall be paid to Sculptor as final payment only upon delivery of the Art Work to the Site, final notice and approval thereof by Owner, and completion of installation of the Art Work at the Site.
7. General.
- (a) Sculptor's Costs. Sculptor shall be responsible for the following costs:
 - (1) His or her own labor;
 - (2) The cost of purchase of all materials.
 - (3) The cost of fabrication;
 - (4) The costs of transporting all materials either to the Sculptor's studio or to the Site, or both;
 - (5) The cost of labor and materials for installation of the Art Work at the Site, excluding the cost of labor, equipment, materials, and operation and rental of boom truck/crane to construct the foundation.
 - (6) Insurance during construction and installation of the Art Work; and
 - (7) All associated studio costs.
 - (b) Owner's Costs. Owner shall be responsible for the following costs:
 - (1) Installation assistance once sculpture elements are at the Site;
 - (2) Cost of operation and rental of boom truck/crane to construct the foundation;

- (3) The cost of labor and materials to construct the concrete foundation, and at the Owner’s option, the cost of lighting, and landscaping to accompany the Art Work at the Site.
- (c) Sculptor shall personally supervise the installation of the Art Work at the Site.
- (d) Upon final installation of the Art Work and final payment to Sculptor, the Art Work shall become the property of Owner.

8. Insurance and Indemnification.

(a) Access to City Hall Grounds Granted to Sculptor; Insurance Requirements.

The City agrees that the Sculptor shall have access to City Hall Grounds at the site of placement of the artwork for installation. The City of Cedar Falls shall cause the Sculptor to furnish adequate insurance, workers’ compensation insurance, if applicable, and other insurance coverages and amounts protecting the City against liability to Sculptor or third parties in connection with any personal injury or property damage occurring on City-owned property while Sculptor is performing the installation, as follows:

A. General Liability	\$1,000,000
Shall include Personal and Advertising Injury coverage	
i. Additional Insured	
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers	
ii. Waiver of Subrogation	
iii. Governmental Immunities Endorsement (see attached Exhibit “C”)	
B. Automobile	\$1,000,000
C. Standard Workers’ Compensation	
Employers Liability:	
Each accident	\$500,000
Each employee – Disease	\$500,000
Policy Limit	\$500,000

If Sculptor is a sole proprietor without workers’ compensation insurance coverage, or does not qualify to carry such insurance coverage, Owner shall cause Sculptor to waive all rights of subrogation against the City with respect to any

personal injury incurred by Sculptor arising out of the work performed at the site of installation while Sculptor is on city-owned property.

- (b) Indemnification of Owner. Sculptor agrees to indemnify, defend and hold harmless the Owner against any and all liability, and to pay for any and all damages, losses, claims, or expenses incurred by Owner in connection with Sculptor's negligence or failure to fully perform Sculptor's obligations under the terms of this Agreement. This indemnification shall include indemnification of Owner for reasonable expenses of enforcing this Agreement, including, but not limited to, reasonable attorneys' fees.

9. Reproduction Rights.

- (a) General. Sculptor retains all rights under the Copyright Act of 1976, 17 United States Code Sections 101 et seq., and all other rights in and to the Art Work except ownership and possession of the Art Work, and except as such rights may be limited by this subparagraph. Because the Art Work in its final form shall be unique, Sculptor agrees not to make any additional duplicate reproductions of the Art Work, nor shall Sculptor grant permission to any third person or entity to do so, without the express written permission of Owner in advance. Sculptor grants to Owner, at no additional cost, an irrevocable license to make a sufficient number of two-dimensional reproductions of the Art Work for educational purposes, including, but not limited to, reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogs, and development projects, or other similar publications, provided that Owner's exercise of these rights is carried out in a professional and reasonable manner.
- (b) Notice. Owner agrees that all reproductions of the Art Work shall contain a credit to Sculptor and a copyright notice substantially in the following form: "© Gillian Christy 2020."
- (c) Credit to Owner. Sculptor shall use his best efforts to give credit to Owner in any public showing of reproductions of the Art Work under Sculptor's control, reading in substantially the following form: "An original Art Work owned and commissioned by the City of Cedar Falls, Iowa." Nothing contained in this subparagraph shall vary the limitations placed on Sculptor's rights under paragraph 10(a) of this Agreement.
- (d) Registration. Sculptor shall cause a copyright of the Art Work to be registered with United States Register of Copyrights in the name of Sculptor, at Sculptor's expense.
- (e) Injunction. The parties agree that an action for money damages may be an inadequate remedy for breach by either party of the terms of this

paragraph, and accordingly the parties agree that in the event of the breach by either party of its obligations under this paragraph, the other party shall be entitled to seek a temporary or permanent injunction against the other party to enjoin violations of this Paragraph 10.

- 10. Legal Compliance. Sculptor and Owner agree to comply fully with all applicable laws, federal, state and local, applicable to this Agreement, including, but not limited to, provisions for Equal Employment Opportunity and Occupational Safety and Health. Sculptor agrees to comply with all ordinances, regulations and rules of Owner while on Owner's premises.
- 11. Sculptor an Independent Contractor. The parties agree that the nature of the relationship between Owner and Sculptor is that of principal and independent contractor, and Sculptor shall in no way be considered an employee of Owner.
- 12. Integration. This Agreement represents the entire and integrated agreement between Owner and Sculptor, and there are no promises, undertakings or other representations between the parties except as set forth in this Agreement, or in the exhibit or exhibits referred to in this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.
- 13. No Assignment. Neither party shall assign its rights or obligations under this Agreement to any other party or person.
- 14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Iowa, and any judicial proceeding arising from this Agreement shall be instituted in the Iowa District Court for Black Hawk County, in Waterloo, Iowa.
- 15. Notices. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail to the other party at the respective addresses set forth in the introductory Paragraph of this Agreement, or sent by way of email to the email addresses set forth immediately below:

Owner:	City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613	Sculptor:	Gillian Christy 11 Humphreys Street Boston, MA 02125
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- 16. No Limitation. Nothing in this Agreement shall be construed to limit the rights and remedies of the parties that are available under the law.
- 17. Amendment. No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.



Gillian Christy, Sculptor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

ATTEST:

Jacque Danielsens, City Clerk

Exhibit A



Fence Roadway

Dear Selection Committee,

Thank you for considering “Fence Roadway” as a permanent artwork for the City of Cedar Falls located at City Hall honoring Mayor Jon Crews. Please find the two items you requested in this file; a color concept and a graphic that shows the sculpture in front of City Hall.

By adding a colorful component to this sculpture I was able to incorporate texture and pattern which enlivens the entire piece. In the pathway section, I use 3/4” round hole perforated stainless steel as the top part of each brick which mimics bumpy rocks and irregular surfaces found in concrete, bricks or cobblestones. The perforated stainless steel will be powder-coated Opal Green (which looks like teal) and attached on top of bricks with stainless steel hardware. The teal color against the City Hall brick building is a nice contrast, but I am certainly open to working with the committee on choosing the best color option for the site. I have also included a red or blue graphic at the bottom of this file for additional reference.

Since “Fence Roadway” is a sculpture that celebrates a strong sense of community, the brick pattern gives way to colorful dots which become a confetti pattern stretching across the sculpture, dancing around the artwork. These 1 1/4” round dots will also be powder-coated and assembled onto the surface of the fence parts.

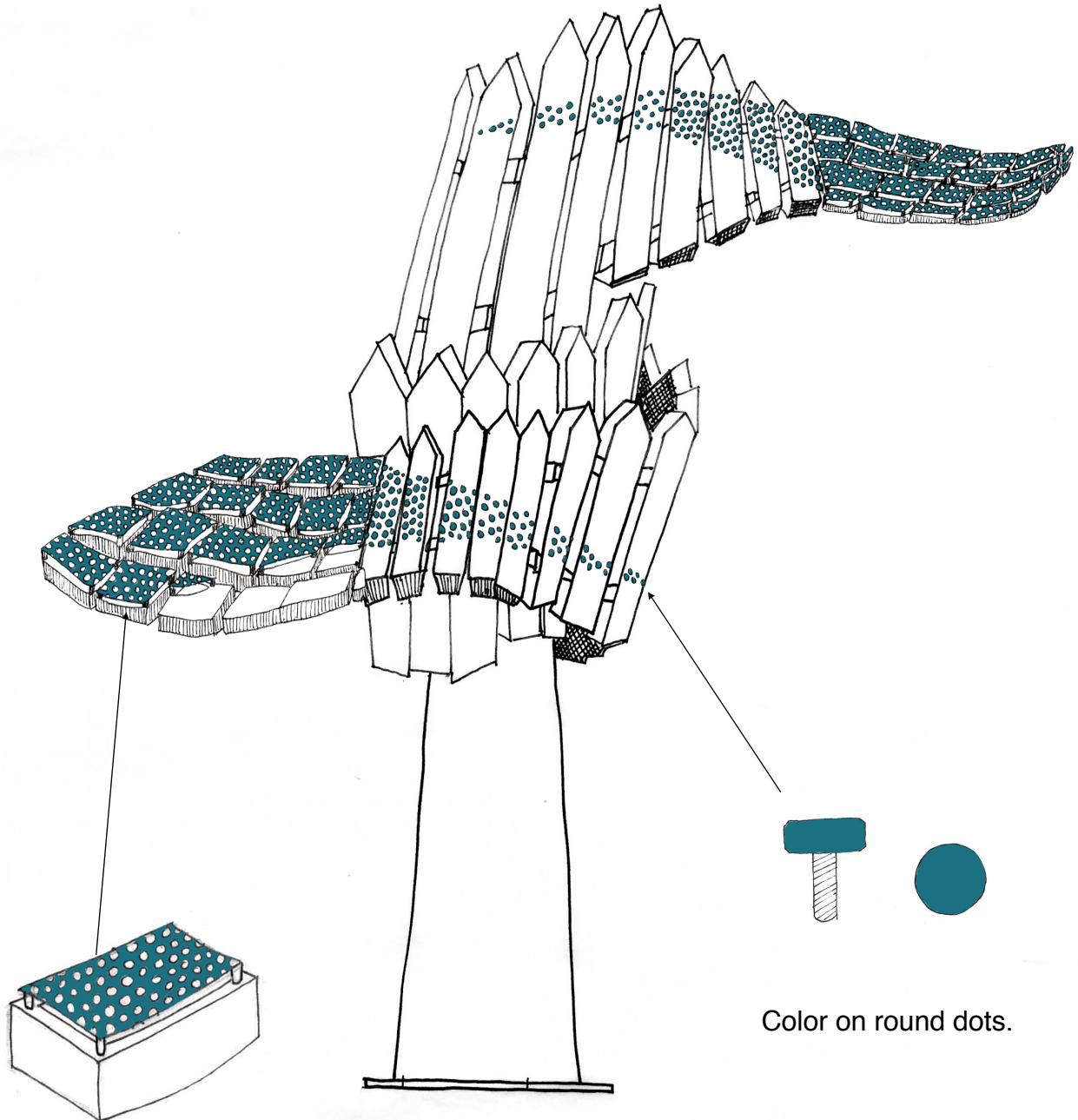
I recommend powder-coating the color on the surface because it is a durable coating that can last up twenty years. I propose to powder-coat stainless steel which means that no rust will be present. In this project, I will be using Alestia Powder-Coatings, Color: Opal Green RAL 6026 which can be viewed www.ralcolorchart.com.

Please feel free to call with any questions or concerns. Thank you for your time.

Sincerely,

Gillian Christy

Conceptual Drawing with Color - "Fence Roadway"
Material- Stainless Steel and powder-coated stainless steel
Dimensions- 9' h x 8' w x 45" d



Brick detail with color on
perforated stainless steel.

Color on round dots.

Fence Roadway
Stainless Steel and powder-coat
9' h x 8' w x 45" d



Opal green, RAL 6026

Alternative Color Options



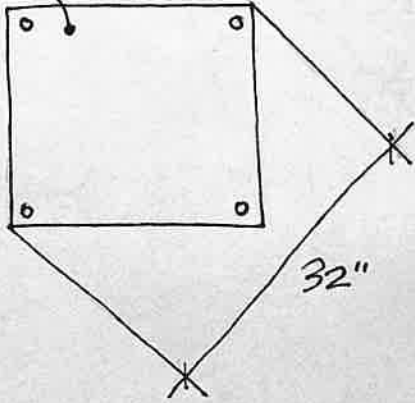
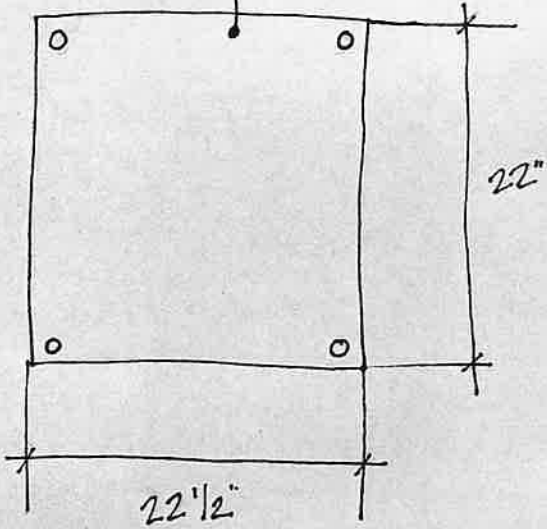
Raspberry red, RAL 3027



Traffic blue, RAL 5017

Exhibit B

EXISTING STAINLESS
STEEL BASE FOR
"FENCE ROADWAY"



RECOMMENDED
DIAMETER FOR

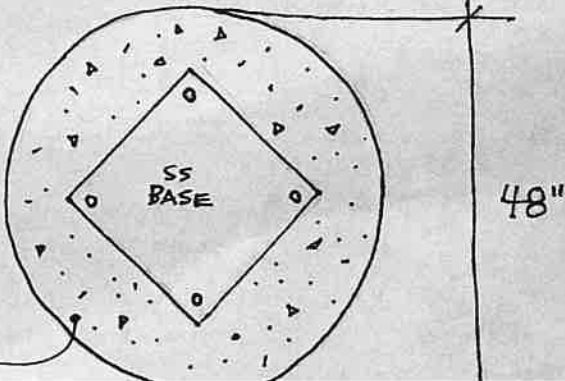


Exhibit C

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2020

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 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 HUB INTERNATIONAL MID-ATLANTIC/PHS 42620301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED GILLIAN CHRISTY STUDIO LLC 11 HUMPHREYS ST DORCHESTER MA 02125-2256	INSURER A: Hartford Fire Insurance Company	19682
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			42 SBM RU6255	03/05/2019	03/05/2020	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY			42 SBM RU6255	03/05/2019	03/05/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE		
	DED	RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42 SBM RU6255	03/05/2019	03/05/2020	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE -EA EMPLOYEE		
							E L DISEASE - POLICY LIMIT		
A	EMPLOYMENT PRACTICES LIABILITY			42 SBM RU6255	03/05/2019	03/05/2020	Each Claim Limit	\$5,000	
							Aggregate Limit	\$5,000	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Cedar Falls
 220 CLAY ST
 CEDAR FALLS IA 50613-2726

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

Susan S. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB INTERNATIONAL MID-ATLANTIC/PHS		NAMED INSURED GILLIAN CHRISTY STUDIO LLC 11 HUMPHREYS ST DORCHESTER MA 02125-2256	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy. Non Waiver of Governmental Immunity is included per the Governmental Immunity Endorsement - Iowa Form SS1050, attached to this policy. Waiver of Subrogation in favor of the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT - IOWA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE – Refer to Form IH 12 00

With respect to insurance provided to the municipality shown in the Schedule of this endorsement, the following shall apply:

1. Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy does not waive any of the insured's defenses of governmental immunity under the code of Iowa Section 670.4 as it now exists and as it may be amended.

2. Claims Coverage

We further agree that this policy of insurance shall, subject to its terms and conditions, apply only to those claims not subject to a defense of governmental immunity, including without limitation a defense of governmental immunity pursuant to Code of Iowa Section 670.4 as it now exists and as it may be amended. Those claims not subject to a defense of governmental immunity, including without limitation a defense of governmental immunity pursuant to Code of Iowa Section 670.4, shall be subject to the terms and conditions of the insurance policy.

3. Assertion of Governmental Immunity

The municipality shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon our written request.

4. Non-Denial of Coverage.

We shall not deny coverage, rights and benefits accruing to the entity under the 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 entity.

5. Cancellation of Coverage

We may cancel this policy, by mailing or delivering to the first Named Insured and the municipality shown in the Schedule of this endorsement written notice of cancellation at least (1) ten (10) days before the effective date of cancellation if we cancel due to non-payment of premium; (2) thirty (30) days before the effective date of cancellation if we cancel due to any other reason.

No Other Change in Policy

The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



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: Heather Skeens, Cultural Programs Supervisor
DATE: January 13, 2020
SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached three lease agreements for use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's new Visiting Artist Program.

History of the Property:

The house directly to the east of the Hearst Center was purchased by the city in June 1995 at the request of the Cedar Falls Art and Culture Board, in order to plan ahead for a possible expansion to the Hearst. The property was used as a residential rental until late 2017. After trying to rent it again without any interest, Hearst Center staff and the Art and Culture Board drafted a proposal for artist studio space, to make use of the property in service of Hearst Center programming.

Project Summary:

The "Red House Studios" project was formed through various discussions with Hearst building visioning committee members, local artists, Cedar Valley Arts steering committee members, UNI faculty and city staff. After an initial proposal in August of 2018, the project was vetted through a series of meetings with city staff, risk management committee, other area arts organizations, and UNI Department of Art faculty. The project was implemented to serve several needs:

- to create an arts-related, mission-driven use for the rental property next door to the Hearst Center;
- to catalyze the start of a Visiting Artist program in Cedar Falls Schools, coordinated by the Hearst Center;
- to collaborate with UNI on a community outreach program; modeled after a successful program at Drake University.

The Red House Studios and Visiting Artist program are meant to be a programmatic test of this model, in anticipation of a possible studio program in the renovation plans for the Hearst

Center, which would eventually be revenue-generating. All costs associated with the initial two-year run of this program are covered by an estate donation held by the Hearst Center for the support of a Visiting Artist program.

The house will rent to four artists for the length of one year as studio workspace. Three studios will be rented to artists currently practicing in our community. (The agreements attached are for these three artists.) The fourth studio will be rented to a recent graduate of the UNI art program. The use of the UNI studio is an award for excellence, supported by the UNI Department of Art through a \$3000 sponsorship. We anticipate the additional rental agreement to be on Council's agenda for approval at the March 16th meeting.

All artists occupying studios have agreed to provide two programs each at a pre-selected Cedar Falls school. This coordination of the Visiting Artists will be administered by Heather Skeens, Cultural Programs Supervisor, and Lysie Maynard, Cedar Falls School lead art teacher. Artists will be paired with classrooms by Lysie Maynard depending on each artist's studio practice and the interests of the art teachers.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development
Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11th day of January, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Wasestuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA 50613.

1. **Premises and Term.** In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio C located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. **Rent.** Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. **Use.** Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio _____. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Angela Waseskuk

INSERT TEXT

Jan 11, 2020

DATE

CITY OF CEDAR FALLS, IOWA

BY _____
INSERT TEXT

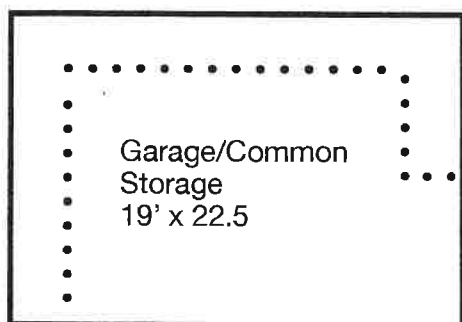
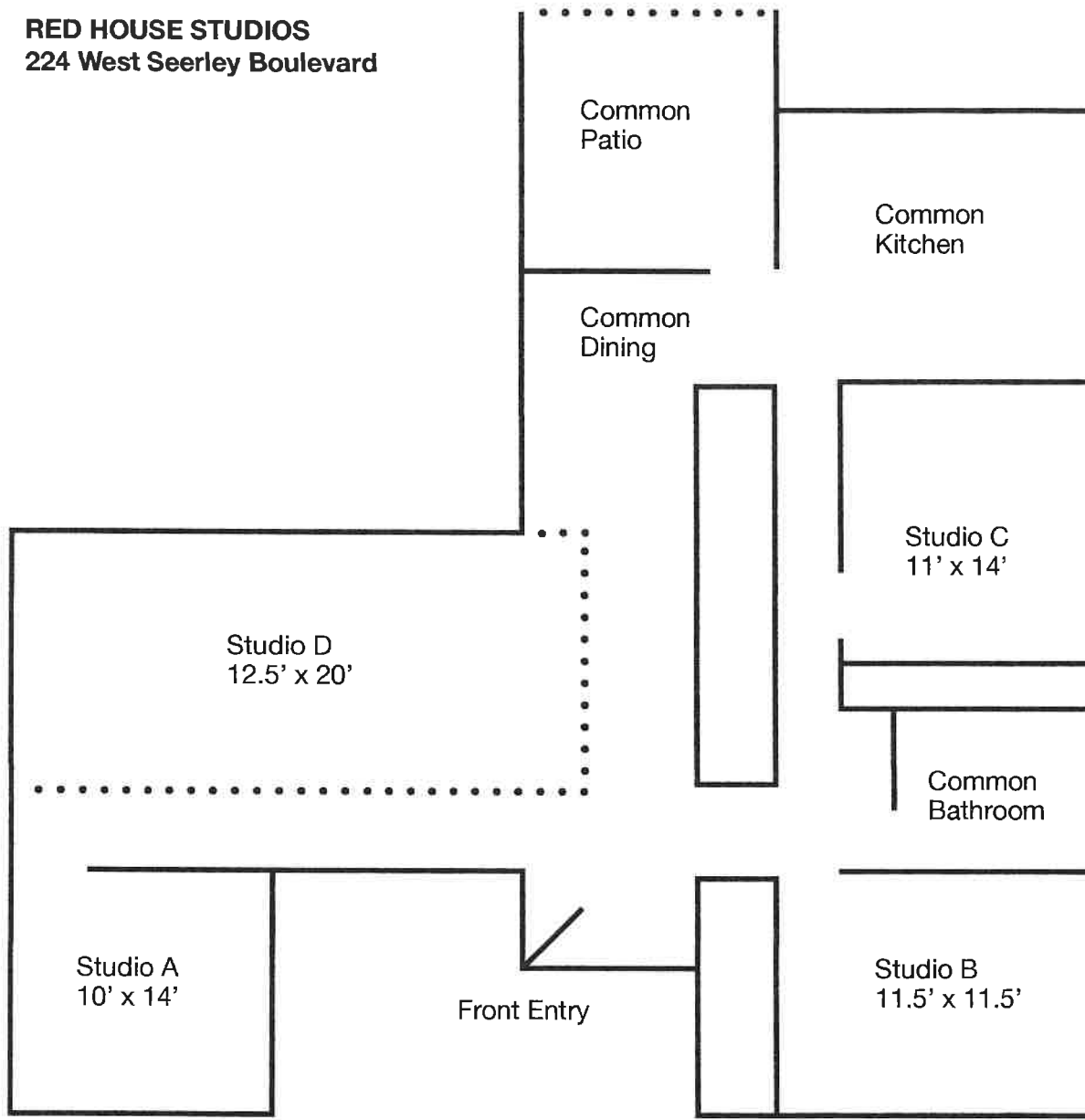
DATE

ATTEST:

BY _____
INSERT TEXT

DATE

RED HOUSE STUDIOS
224 West Seerley Boulevard



CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 1st day of February, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is

122 Main St Apt 1 Cedar Falls, IA
50613

1. **Premises and Term.** In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio D located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. **Rent.** Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. **Use.** Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio D. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)


days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:


INSERT TEXT

1/11/20
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
INSERT TEXT

DATE

ATTEST:

BY _____
INSERT TEXT

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement in entered into on the 13 day of JANUARY, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and JAMES ROSS REED ("Lessee"), whose address for purposes of this Lease Agreement is 604 CRESTWOOD AVE. WAVERLY, IA, 50677.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio "B" located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")
2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio B. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)


days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:



INSERT TEXT

1/13/2020

DATE

CITY OF CEDAR FALLS, IOWA

BY _____
INSERT TEXT

DATE

ATTEST:

BY _____
INSERT TEXT

DATE


2019 Bridge Maintenance Project
 CITY PROJECT NUMBER: BR-000-3183
 BID OPENING: APRIL 9, 2019
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

Final Pay Estimate

ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY	Minturn, Inc.		EXTENDED PRICES	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
					UNIT PRICES	PRICES				
1	2010-108-A-0	SUBBASE, GRANULAR 6 IN.	SY	321.7	\$	15.00	\$4,825.50	324.7	\$ 4,870.50	101%
2	7010-108-A-0	PAVEMENT, PCC, 8 IN.	SY	106.7	\$	130.00	\$13,871.00	106.7	\$ 13,871.00	100.00%
3	7010-108-G-0	CONCRETE MEDIAN, 6 IN.	SY	108.3	\$	90.00	\$9,747.00	111.3	\$ 10,018.80	102.79%
4	7021-108-B-0	HMA OVERLAY, 3 IN.	SY	253.3	\$	76.00	\$19,250.80	288.4	\$ 21,921.44	113.87%
5	7040-108-G-0	PAVEMENT REMOVAL	SY	321.7	\$	50.00	\$16,085.00	324.7	\$ 16,235.00	100.93%
6	8010-108-A-0	TRAFFIC CONTROL	LS	1	\$	14,480.00	\$14,480.00	1.0	\$ 14,480.00	100.00%
7	8010-108-B-0	TEMPORARY TRAFFIC SIGNAL	LS	1	\$	10,000.00	\$10,000.00	1.0	\$ 10,000.00	100.00%
8	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORN	STA	32.24	\$	60.00	\$1,934.40	32.2	\$ 1,934.40	100.00%
9	8020-108-K-0	PAVEMENT MARKINGS REMOVED	STA	32.24	\$	145.00	\$4,674.80	32.2	\$ 4,674.80	100.00%
10	2121-7425020	GANULAR SHLD, TYPE B	TON	75	\$	35.00	\$2,625.00	75.0	\$ 2,625.00	100.00%
11	2301-0690220	BRIDGE APPROACH, SECONDARY ROADS	SY	106.7	\$	225.00	\$24,007.50	106.7	\$ 24,007.50	100.00%
12	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 1)	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
13	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 12)	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
14	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 17)	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
15	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 28)	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
16	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 39)	LS	1	\$	1,750.00	\$1,750.00	1.0	\$ 1,750.00	100.00%
17	2401-6750001	REMOVALS, AS PER PLAN (STRUCTURE NO. 49)	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
18	2413-0698074	DECK REPAIR, CLASS A	SY	47.5	\$	350.00	\$16,625.00	47.5	\$ 16,625.00	100.00%
19	2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	LF	34.5	\$	100.00	\$3,450.00	34.5	\$ 3,450.00	100.00%
20	2414-6444100	STEEL PIPE PEDESTRAIN HAND RAILING	LF	14.4	\$	650.00	\$9,360.00	14.4	\$ 9,360.00	100.00%
21	2426-6772016	CONCRETE REPAIR	SF	3	\$	450.00	\$1,350.00	4.7	\$ 2,115.00	156.67%
22	2533-4980005	MOBILIZATION	LS	1	\$	18,600.00	\$18,600.00	1.0	\$ 18,600.00	100.00%
23	2599-9999009	INSTALL CF EXPANSION JOINTS	LF	514.1	\$	20.00	\$10,282.00	514.1	\$ 10,282.00	100.00%
24	2599-9999010	FILL VOIDS AT CONDUIT	LS	1	\$	1,000.00	\$1,000.00	1.0	\$ 1,000.00	100.00%
25	2599-9999010	ALUMINUM HAND RAIL WELD REPAIR	LS	1	\$	1,200.00	\$1,200.00	1.0	\$ 1,200.00	100.00%
8001		NEOPRENE GLAND	LS	1	\$	500.00	\$500.00	1.0	\$ 500.00	100.00%
							\$190,118.00		\$194,520.44	102.32%

Approved by Owner:  1/13/2020
 Matt Tolani, EI
 Civil Engineer II

TOTAL WORK DONE TO DATE: 190.6180
 PERCENT OF WORK DONE TO DATE: 102.32%
 TOTAL PROJECT COST (BID):
 DEDUCTION:
 LESS PERCENTAGE RETAINED (5%): \$0.00
 LESS PREVIOUS PAYMENTS: \$0.00
 AMOUNT DUE THIS ESTIMATE: \$184,794.42
 \$9,726.02

Signed: 
 Minturn Inc.

ITEM 25.

WAIVER AND RELEASE OF CLAIMS

Upon receipt by the undersigned of a check from Minturn, Inc. in the sum of ONE THOUSAND DOLLARS AND SEVENTY-FIVE CENTS (\$1,000.75) made payable to ASPRO, Inc. (Releasor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Releasor has on the job of:

PROJECT: 2019 Bridge Maintenance Project

LOCATION: Cedar Falls, Iowa

This release covers the final payment to the Releasor for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of TWENTY THOUSAND FORTY-FIVE DOLLARS AND NINETY-SIX CENTS (\$20,045.96).

In addition, the Releasor represents and warrants: 1) that all persons or entities who have furnished or supplied material or labor, or both to or through Releasor as an employee, subcontractor, or materialman for improvement of the above described premises have been paid in full or will be paid in full from the proceeds received upon execution of this document, and that no claim has been asserted or exists for labor or material by the Releasor's employees, subcontractors, or materialmen; and 2) that Releasor has full authority to execute this document. Releasor indemnifies and agrees to hold harmless the owner, contractor, surety, if any, and lender, if any, for this project against any claim by Releasor, Releasor's employees, subcontractors, or materialmen for any breach of the representations and warranties in this document, and this obligation shall extend to and include any reasonable attorney's fees and costs incurred by the owner, contractor, surety, if any, and lender, if any, for this project as a result of any breach.

COMPANY NAME: ASPRO, Inc.

BY: Brad Blough

PRINTED NAME: Brad Blough

TITLE: V.P.

1916-1552-5
SERVICE SIGNING

BID ITEM	DESCRIPTION	UNIT COST	UNIT	ORIGINAL CONTRACT QUANTITY	AMOUNT	ADJUSTMENT QUANTITY	AMOUNT	FINAL CONTRACT QUANTITY	AMOUNT	CURRENT QUANTITY	AMOUNT
6	Traffic Control	\$12,000.00	LS	1.00	\$12,000.00	0.00	\$0.00	1.00	\$12,000.00	1.00	\$12,000.00
					\$12,000.00	\$0.00		\$12,000.00		\$12,000.00	

LESS PREVIOUS INVOICES \$9,600.00
RETENTION OWED \$600.00
CURRENT DUE \$3,000.00

WAIVER AND RELEASE OF CLAIMS

Upon receipt by the undersigned of a check from Minturn, Inc. in the sum of THREE THOUSAND DOLLARS (\$3,000.00) made payable to SERVICE SIGNING, L.C. (Releasor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the Releasor has on the job of:


PROJECT: 2019 Bridge Maintenance Project

LOCATION: Cedar Falls, Iowa

This release covers the final payment to the Releasor for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00).

In addition, the Releasor represents and warrants: 1) that all persons or entities who have furnished or supplied material or labor, or both to or through Releasor as an employee, subcontractor, or materialman for improvement of the above described premises have been paid in full or will be paid in full from the proceeds received upon execution of this document, and that no claim has been asserted or exists for labor or material by the Releasor's employees, subcontractors, or materialmen; and 2) that Releasor has full authority to execute this document. Releasor indemnifies and agrees to hold harmless the owner, contractor, surety, if any, and lender, if any, for this project against any claim by Releasor, Releasor's employees, subcontractors, or materialmen for any breach of the representations and warranties in this document, and this obligation shall extend to and include any reasonable attorney's fees and costs incurred by the owner, contractor, surety, if any, and lender, if any, for this project as a result of any breach.

COMPANY NAME: SERVICE SIGNING, L.C.

BY: 

PRINTED NAME: ALISON BAUBLER

TITLE: UP

Performance, Payment and Maintenance Bond

SURETY BOND NO. NIA2781

KNOW ALL BY THESE PRESENTS:

That we, Minturn, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Merchants National Bonding, Inc. _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Eighty-Six Thousand Seven Hundred and Ninety-Three Dollars and Zero Cents (\$186,793.00)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 19th day of August, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 Bridge Maintenance Project Project BR-000-3183

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 8th day of August, 2019.

Surety Countersigned By:

Tina Felderman
Signature of Agent

PRINCIPAL:

Minturn, Inc.
Contractor

By:

Abigail R. Mohr
Signature
President
Title

Tina Felderman
Printed Name of Agent

Arthur J. Gallagher Risk Management
Company Name

SURETY:

4200 Corporate Drive, Suite 160
Company Address

Merchants National Bonding, Inc.
Surety Company

West Des Moines, IA 50266
City, State, Zip Code

By: Abigail R. Mohr
Signature
Attorney-in-Fact Officer

515-309-6200
Company Telephone Number

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

FORM APPROVED BY:

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; John R Fay; Kent M Rosenberg; Mat DeGrootte; Matthew R Fay; Michael L McCoy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of March, 2018.



**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.**

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of

March

2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

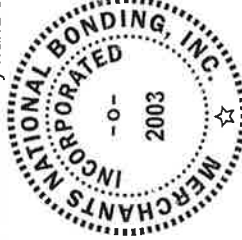
Alicia K. Gram

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of August, 2019.



William Warner Jr.

Secretary



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 26.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 16, 2020
SUBJECT: FY2021 Budget

You may recall at Council Goal Setting that I described the new requirements from the State of Iowa related to budget hearings. The first part of these new requirements is having a hearing setting the maximum levy. Attached is the new required form giving notice of the hearing to set this maximum levy. The levy rate as set by the attached notice, is balancing a budget that includes all of the items addressed at goal setting relating to capital projects, staffing, and services.

You may also recall that I noted that unfortunately this new state notice, does not include the total levy rate, it only has certain levies. Therefore, this is not the true picture of the total levy rate. For example, the total rate for the prior year was \$10.95 and you will see by the notice that it only shows \$10.23. In addition, because of how the form works, it shows an increase of 6.54%. However, the actual effect on the residential property owner will be a 1% increase in property taxes using this maximum levy.

I plan on presenting in committee on Feb. 3rd a complete overview of the budget that describes the new rate being set and how that impacts property owners. The step for this council meeting on January 20th is simply setting the date to hold the hearing for the maximum levy rate as required by the Code of Iowa. **I would ask that the public hearing be set for February 3, 2020.**

If you have any questions, about the budget or the budget process, please feel free to contact me.

CITY NAME Cedar Falls	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 07-046
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/3/2020	Meeting Time: 7:00 PM	Meeting Location: Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA 50613
----------------------------------	---------------------------------	---

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available):		City Telephone Number:		
Iowa Department of Management				
	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 1,955,185,106	1,968,057,686	1,968,057,686	
Tax Levies:				
Regular General	2 \$15,836,999	\$15,836,999	\$15,941,267	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$418,390	\$418,390	\$429,920	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$256,690	\$256,690	\$254,010	
Support of Local Emer. Mgmt. Commission	9 \$398,090	\$398,090	\$447,770	
Emergency	10 \$0	\$0		
Police & Fire Retirement	11 \$1,497,800	\$1,497,800	\$1,617,110	
FICA & IPERS	12 \$1,351,380	\$1,351,380	\$1,460,420	
Other Employee Benefits	13 \$248,300	\$248,300	\$1,165,670	
*Total 384.15A Maximum Tax Levy	14 \$20,007,649	\$20,007,649	\$21,316,167	6.54%
Calculated 384.15A Maximum Tax Rate	15 \$10.23312	\$10.16619	\$10.83107	

Explanation of significant increases in the budget:

Significant increases to the budget are caused by staffing costs, including negotiated salary and benefit increases.

If applicable, the above notice also available online at:

cedarfalls.com; <https://www.facebook.com/citycf>; <https://twitter.com/CityCF>; https://www.instagram.com/cedar_falls_iowa/

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

ITEM 27.

RECEIVED
JAN 15 2020
Public Records Division

Candidate's Name:

Joyce Coil

Office Sought: City Council Member At Large-Vacancy

Candidate's Home Address:

4404 Harvest Lane	Cedar Falls	IA	5613	Black Hawk
Street (no P.O. boxes)	City	State	Zip	County

Candidate's Mailing Address (if different than above):

Street	City	State	Zip	County
--------	------	-------	-----	--------

Candidate's Phone: 319-610-0388 Email: jecoil56@gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature:

Joyce E. Coil

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1/15/2020

By: Joyce Coil
Print Candidate's Name



(Stamp)

Notary Signature: Joanne Goodrich, Notary Public or authorized notary under §9B.10

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED
ITEM 27.
JAN 14 2020
Public Records Division

Candidate's Name:

Nate Didier

Office Sought: Cedar Falls City Council At-Large

Candidate's Home Address:

501 Barbara Dr. Cedar Falls IA 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-404-5320 Email: nate4cf@gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature:

Nate Didier

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1-14-2020

By: Nate Didier

Print Candidate's Name

Notary Signature: Marcie Breitbach, Notary Public or authorized notary under §9B.10



(Stamp)

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED ITEM 27.
JAN 15 2020
Public Records Division

Candidate's Name:

Thomas Frein

Office Sought: City Council Member At-Large

Candidate's Home Address:

1319 Austin Way Cedar Falls Iowa 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-231-4996 **Email:** tjfrein@gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: _____

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1-15-20

By: Thomas Frein

Print Candidate's Name

Notary Signature: Kristin L Schuster, Notary Public or authorized notary under §9B.10



(Stamp)

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED ITEM 27.

JAN 9 2020

Public Records Division

Candidate's Name:

Thomas P. Hagarty

Office Sought: Vacant City Council At Large position

Candidate's Home Address:

809 Franklin St Cedar Falls 50613 BLACK HAWK
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-266-1321-Home # **Email:** thagarty@cfu.net

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature:

Thomas P. Hagarty
Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1/9/2020

By: Thomas P. Hagarty
Print Candidate's Name

AMY C. EGGLESTON
Commission Number 810492
My Commission Expires
May 11, 2021
(Stamp)

Notary Signature: Amy C. Eggleston, Notary Public or authorized notary under §9B.10

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED
ITEM 27.
JAN 7 2020
Public Records Division

Candidate's Name:

Penelope (Penny) Popp

Office Sought: At Large Council member

Candidate's Home Address:

4805 S. Main Cedar Falls IA 50613 Blackhawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319 266 3772 Email: peterpenny1@gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: [Handwritten Signature]
Must be signed in the presence of a notary.

State of: IA County of: Black Hawk
Signed and sworn (or affirmed) before me on date of: 1/7/2020
By: Penelope Popp
Print Candidate's Name
Notary Signature: [Handwritten Signature], Notary Public or authorized notary under §9B.10

NOTARIAL SEAL
TYLER MICHAEL JOHNSON
COMMISSION NO. 817368
MY COMMISSION EXPIRES 06/11/2022
(Stamp)

RECEIVED

JAN 9

ITEM 27.

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

Public Records Division

Candidate's Name:

PAUL EDWARD RIDER, SR.

Office Sought: COUNCIL PERSON AT LARGE

Candidate's Home Address:

3422 CLEARVIEW DR. CEDAR FALLS, IA 50613 BLACK HAWK
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-268-1979 Email: paul.rider@uni.edu
319-610-7333 (cell)

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: Paul E. Rider, Sr.
Must be signed in the presence of a notary.

State of IA County of Black Hawk
Signed and sworn (or affirmed) before me on date of 1/9/2020
By: Paul E. Rider, Sr.
Print Candidate's Name
Notary Signature: Courtney Fisher, Notary Public or authorized notary under §9B.10
COURTNEY FISHER
Commission Number 810743
My Commission Expires May 25, 2021
(Stamp)

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

REC ITEM 27.
JAN 7 2019-2020
Public Records Division

Candidate's Name:

LeaAnn Saul

Office Sought: Cedar Falls City Council Member At-Large

Candidate's Home Address:

1825 Greenhill Rd	Cedar Falls	IA	50613	Black Hawk
Street (no P.O. boxes)	City	State	Zip	County

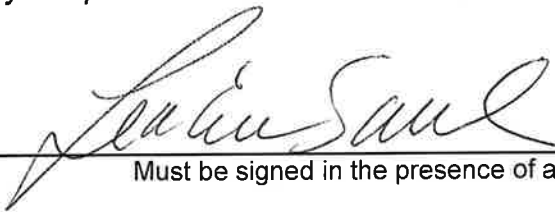
Candidate's Mailing Address (if different than above):


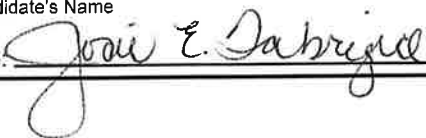
1825 Greenhill Rd	Cedar Falls	IA	50613	Black Hawk
Street	City	State	Zip	County

Candidate's Phone: 319-230-8472 **Email:** lsaul@pipac.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: 
Must be signed in the presence of a notary.

State of: <u>IA</u> County of: <u>Black Hawk</u>	
Signed and sworn (or affirmed) before me on date of: <u>1-7-20</u>	
By: <u>Lea Ann Saul</u> Print Candidate's Name	(Stamp)
Notary Signature: <u></u> , Notary Public or authorized notary under §9B.10	

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED
ITEM 27.
JAN 7 2019 2020
Public Records Division

Candidate's Name:

Rick Sharp

Office Sought: vacant at-large council seat

Candidate's Home Address:

1623 Birch St. Cedar Falls IA 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-277-6601 **Email:** ricksfire@aol.com


Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: *Rick Sharp*

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk
Signed and sworn (or affirmed) before me on date of: 1/7/2020
By: Rick Sharp
Print Candidate's Name
Notary Signature: Joanne Goodrich, Notary Public or authorized notary under §9B.10


(Stamp)

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED ITEM 27.

JAN 15 2020

Public Records Division

Candidate's Name:

Susan Sims

Office Sought: City Council Member At Large

Candidate's Home Address:

3122 Pendleton Drive	Cedar Falls	IA	50613	BH
Street (no P.O. boxes)	City	State	Zip	County

Candidate's Mailing Address (if different than above):

Street	City	State	Zip	County
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Candidate's Phone: 319-266-4883 Email: iowasims@cfu.net

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: [Handwritten Signature]

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1-13-2020

By: Susan Sims

Print Candidate's Name



(Stamp)

Notary Signature: [Handwritten Signature], Notary Public or authorized notary under §9B.10

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

RECEIVED

ITEM 27.

JAN 10 2020

Public Records Division

Candidate's Name:

Whitney J Smith

Office Sought: At-Large City Council Seat

Candidate's Home Address:

2904 Neola St Cedar Falls IA 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 319-610-2606 **Email:** HechtW@Gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature:

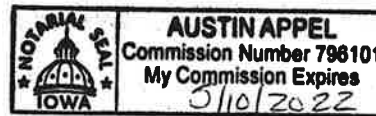
Whitney J Smith

Must be signed in the presence of a notary.

State of: IA County of: Blackhawk

Signed and sworn (or affirmed) before me on date of: 1/7/2020

By: Whitney Joy Smith
Print Candidate's Name



(Stamp)

Notary Signature: Austin Appel, Notary Public or authorized notary under §9B.10

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

Candidate's Name:

Nick Taiber

Office Sought: City Council at Large

Candidate's Home Address:

1709 Clay Street Cedar Falls IA 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: +1 319 242 3542 Email: nick.taiber@gmail.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature: [Handwritten Signature]

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk
Signed and sworn (or affirmed) before me on date of: 1-9-2020
By: Nick Taiber
Print Candidate's Name
Notary Signature: Emily C. Chase, Notary Public or authorized notary under §9B.10



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JAN 2020

ITEM 27.

City of Cedar Falls
Application and Affidavit of Candidacy
City Council Member At Large

Public Records Division

Candidate's Name:

Neils Jorgen Thulstrup

Office Sought:

Council at Large

Candidate's Home Address:

1016 WALNUT ST Cedar Falls IA 50613 Black Hawk
Street (no P.O. boxes) City State Zip County

Candidate's Mailing Address (if different than above):

Street City State Zip County

Candidate's Phone: 562-233-1693 Email: NJThulstrup@yahoo.com

Candidate's Affirmation

I swear (or affirm) that the information provided on this form is correct. I will be qualified to hold this office and if I am appointed, I will qualify by taking the oath of office. I know that I cannot hold public office if I have been convicted of a felony or other infamous crime and my rights have not been restored by the governor or by the president of the United States.

Candidate's Signature:

[Handwritten Signature]

Must be signed in the presence of a notary.

State of: IA County of: Black Hawk

Signed and sworn (or affirmed) before me on date of: 1/9/2020

By: Neils Thulstrup

Print Candidate's Name

Notary Signature: Courtney Fisher

Notary Public or authorized notary under §9B.10



(Stamp)