



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 15, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of May 1, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Public hearing on proposed amendments to the City's FY2023 Budget.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/03/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting amendments to the City's FY2023 Budget.
3. Public hearing on the proposed vacation of certain public right-of-way along Hudson Road.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/05/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance vacating certain public right-of-way along Hudson Road, upon its first consideration.
4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project.

- a) Receive and file proof of publication of notice of hearing. (Notice published 05/05/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project.
5. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Seal Coat Project.
- a) Receive and file proof of publication of notice of hearing. (Notice published 05/05/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Seal Coat Project.

Old Business

- 6. Pass Ordinance #3027, amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT), upon its third & final consideration.
- 7. Pass Ordinance #3028, amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, upon its third & final consideration.
- 8. Pass Ordinance #3029, amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, upon its third & final consideration.

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

- 9. Receive and file the City Council Standing Committee minutes of May 1, 2023 relative to the following item:
 - a) Housing Needs Assessment Report.
- 10. Approve a proclamation recognizing May 2023 as Neurofibromatosis Awareness Month and May 17, 2023 as World Neurofibromatosis Awareness Day.
- 11. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Dr. Vicki Edelnant, Library Board of Trustees, term ending 06/30/2026.
 - b) Alan Stalnaker, Planning & Zoning Commission, term ending 11/01/2026.
 - c) Sloan Alberhasky, Planning & Zoning Commission, term ending 11/01/2027.
- 12. Receive and file a communication from the Mayor relative to the appointment of Noah Hackbart as Student Liaison, term ending 04/30/24.

13. Receive and file communications from the Civil Service Commission relative to the following certified lists:
 - a) Assistant Public Safety Director/Fire Chief.
 - b) Engineering Technician I.

14. Receive and file the Bi-Annual Report of Community Main Street relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.

15. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Casey's #1887, 2425 Center Street.
 - b) Casey's #2630, 5226 University Avenue.
 - c) Casey's #2865, 5908 Nordic Drive.
 - d) Casey's #3045, 601 Main Street.
 - e) Casey's #3610, 1225 Fountains Way.
 - f) Fareway Stores, Inc. #190, 4500 South Main Street.
 - g) Fareway Stores, Inc. #974, 214 North Magnolia Drive.
 - h) Fleet Farm Fuel, 108 West Ridgeway Avenue.
 - i) Greenleaf Tobacco & Vapor, 5901 University Avenue.
 - j) Happy's Wine & Spirits, 5925 University Avenue.
 - k) Kwik Spirits #561, 4116 University Avenue, Suite 104-105.
 - l) Kwik Star #490, 7500 Nordic Drive.
 - m) Kwik Star #726, 2019 College Street.
 - n) Kwik Star #934, 4515 Coneflower Parkway.
 - o) Metro Mart #3, 103 Franklin Street.
 - p) Murphy USA #6970, 518 Brandilynn Boulevard.
 - q) Panther Travel Center, 1525 West Ridgeway Avenue.
 - r) Walmart #753, 525 Brandilynn Boulevard.

16. Approve the following applications for retail alcohol licenses:
 - a) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
 - b) Double Tap, 312 Main Street, Class C retail alcohol- renewal.
 - c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
 - d) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
 - e) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
 - f) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.
 - g) Mini-mart, 1420 West 1st Street, Class E retail alcohol – renewal.
 - h) Famous Dave's, 6222 University Avenue, Class C retail alcohol – change in ownership.
 - i) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol – change in ownership.
 - j) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.

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

17. Resolution Calendar with items considered separately.

18. Resolution approving and adopting new/revised job classifications for the following positions:
 - a) Community Services Specialist
 - b) Community Services Supervisor
 - c) Traffic Technician
 - d) Civil CAD/GIS Technician
 - e) Content Coordinator

19. Resolution approving and authorizing execution of a Benefits Consultant Agreement with PDCM Insurance relative to the City's benefit plans.

20. Resolution approving and authorizing execution of an Agreement with Push Pedal Pull, Inc. relative to replacement of weightroom equipment at the Recreation Center.

- [21.](#) Resolution approving and authorizing execution of a Collaborative Program Agreement with the Black Hawk Tennis Club relative to providing Youth Tennis Lessons, in conjunction with the summer recreational programs.
- [22.](#) Resolution approving and authorizing execution of a Collaborative Program Agreement with the Cedar Falls Tiger Rugby Club relative to providing Youth Non-Contact Rugby, in conjunction with the summer recreational programs.
- [23.](#) Resolution approving and adopting the Housing Needs Assessment Report.
- [24.](#) Resolution approving a HWY-1, Highway Commercial Zoning District site plan for construction of a restaurant to be located at the SE corner of Brandilynn Boulevard and Winterberry Drive.
- [25.](#) Resolution approving an MU, Mixed-Use Residential Zoning District site plan for updated landscaping and signage at 4520 Rownd Street.
- [26.](#) Resolution approving and authorizing Amendment #4 to the Entitlement Community Development Block Grant COVID-19 Program Contract with the Iowa Economic Development Authority relative to Community Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [27.](#) Resolution supporting a Workforce Housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by BJW Holdings, LLC for Workforce Housing Tax Credits for the proposed Cottage Courts project at 215 West 9th Street.
- [28.](#) Resolution of support for a Workforce Housing Tax Credit application to be submitted to the Iowa Economic Development Authority by CV Commercial, LLC for Workforce Housing Tax Credits for the proposed College Hill Mixed Use project at 2119 College Street.
- [29.](#) Resolution approving and accepting a Warranty Deed, in conjunction with the expansion of the West Viking Road Industrial Park.
- [30.](#) Resolution approving and authorizing execution of two Leases relative to property vacated by flood buyout programs.
- [31.](#) Resolution approving and accepting the contract and bond of Dave Schmitt Construction Co. Inc. for the Ashworth Drive Extension Project.
- [32.](#) Resolution receiving and filing the bids, and approving and accepting the bid of Dave Schmitt Construction, in the amount of \$2,633,563.41, being the lowest bid received for the North Cedar Heights Area Reconstruction Project – Phase 1A.
- [33.](#) Resolution approving and authorizing execution of a Professional Service Agreement with JCG Land Services, Inc. for land acquisition services relative to Engineering Division projects.
- [34.](#) Resolution receiving and filing, and setting June 5, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project – Zone 1.
- [35.](#) Resolution setting June 5, 2023 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Technology Pkwy Properties, LLC.

Allow Bills and Claims

- [36.](#) Allow Bills and Claims for May 15, 2023.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MAY 1, 2023
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

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

- 54270 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of April 17, 2023 be approved as presented and ordered of record. Following comments by Councilmember Ganfield, it was moved by Ganfield and seconded by deBuhr to amend the minutes at record #54262 to strikeout "it was moved by Kruse to call the question on the original amendment" and replace it with "discussion continued on the original amendment." Motion to amend carried unanimously. The Mayor then put the question on the original motion as amended. Motion carried unanimously.
- 54271 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that items #18, 21 and 22 on the Resolution Calendar were being removed from the agenda as they have been paid.
- 54272 - USPS Postal Carrier Olivia Balik commented on the annual food drive being held on Saturday, May 13 and requested volunteers to help with collection of donations.
- Sonja Bock, Human Rights Commission Chair, requested that Council pass the proclamation recognizing June 2023 as Pride Month and spoke about the Mayor's actions regarding the proclamation.
- 54273 - City Administrator Gaines announced an Open House for the City Hall Remodel being held on May 15, 2023 from 4-6 PM.
- Public Safety Director Berte announced a Public Safety Facility Open House being held on May 9, 2023 from 4:30-7:30 PM.
- 54274 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 1312 Clay Street. Building Official Castle provided a brief summary. There being no one else present wishing to speak about the proposed condemnation, the Mayor declared the hearing closed and passed to the next order of business.
- 54275- It was moved by Kruse and seconded by Harding that Resolution #23,142, declaring the property located at 1312 Clay Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named

Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #23,142 duly passed and adopted.

54276 - It was moved by Kruse and seconded by Harding that Resolution #23,143, ordering abatement of said nuisance by removal, repair or demolition of the property located at 1312 Clay Street and requiring the owner of said property to abate said nuisance or submit a viable plan by May 15, 2023, be adopted. Following questions by Councilmembers Ganfield and Kruse, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #23,143 duly passed and adopted.

54277 - Mayor Green announced that in accordance with the public notice of April 21, 2023, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A. It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54278 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.

54279- It was moved by Kruse and seconded by Harding that Resolution #23,144, approving and adopting the plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A, be adopted. Following comments and questions by Councilmembers Harding and Schultz, and responses by City Engineer Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,144 duly passed and adopted.

54280 - It was moved by Ganfield and seconded by Harding that Ordinance #3026, amending Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings, be passed upon its third and final consideration. Following comments by Councilmember Schultz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3026 duly passed and adopted.

54281 - It was moved by Kruse and seconded by Harding that Ordinance #3027, amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT), be passed

upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54282 - It was moved by deBuhr and seconded by Kruse that Ordinance #3028, amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54283 - It was moved by deBuhr and seconded by Kruse that Ordinance #3029, amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54284 - It was moved by Ganfield and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of April 17, 2023 relative to the following items:

- a) Review of Council Salary.
- b) Downtown Public Restroom Study.
- c) Iowa Workforce Housing Tax Credit.

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

- a) Jeff Engel, Cedar Falls Utilities Board of Trustees, term ending 08/31/2029.

Approve the application of Beth Schildroth, d/b/a Big Acai, for a Mobile Merchant license.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Buzz Smoke & Vapor, 2125 College Street Suite A.
- b) Cloud 9 Glass & Novelty, 2125 College Street Suite C.
- c) Five Corners Liquor and Wine, 809 East 18th Street.
- d) Hansen's Dairy, 123 East 18th Street.
- e) Hill Street News & Tobacco, 2217 College Street.
- f) King Star, 2228 Lincoln Street.
- g) Prime Mart 4, 2323 Main Street.

Approve the following applications for retail alcohol licenses:

- a) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol – renewal.

c) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service – seven 5-day permits (June 2-6, June 9-13, July 6-10, July 13-17, July 27-31, August 10-14, and August 17-21).

Motion carried unanimously.

54285 - It was moved by Kruse and seconded by Harding to approve a proclamation recognizing June 2023 as Pride Month. Following comments and questions by Councilmembers Schultz, Dunn, deBuhr and Sires, and response by Mayor Green, the Mayor opened comments to the public.

The following individuals spoke in support of the proclamation:

- Whitney Smith, 2207 Hawthorne Drive
- Anonymous, Western Avenue, Waterloo
- Melissa Heston, 1911 Hawthorne Drive
- Pastor Dave Kivett, 1115 Oak Park Boulevard
- Morgan Friedly, 646 Hope Avenue, Waterloo
- Shirley Whiteside, 1716 Park Drive
- Kalyana Kannan, Stanley Street
- Laura Tull, Maplewood Drive
- Ruth Walker, 2208 Coventry Lane
- Rick Henry, 3003 Shady Lane
- Chelsea Lowe, 415 Balboa Avenue
- Alaina Chinowth, 909 Olive Street
- Jeremy Schraffenberger, 519 Iowa Street
- Byron Plumly, 1716 Park Drive
- Mike Stout, 1022 West 3rd Street
- Jim Young, 5225 Norse Drive
- Olivia Balik, 512 Bismark Avenue, Waterloo
- Mason Seelock, Waterloo
- Samantha Blatt, Waterloo Human Rights Commission
- Sheri Huber Otting, 211 Iowa Street
- Jessica Nauholz, 6421 Viking Road
- Seth Chadwick, 1410 Clay Street
- Steve Ayers, 2209 Clay Street
- Jill Miller, North Francis Street
- Nic Tripp, Clay Street
- Judy Myers, 1408 Quail Ridge Road
- Eashaan Vajpeyi, 3801 Convair Lane
- Nate Gruber, 4228 Maryhill Drive
- Andrea Geary, 1816 Tremont Street
- Alan Slaughter, 1616 South Forest Road
- Sonja Bock, Cedar Falls Human Rights Commission Chair
- Tyler O'Brien, 407 Olive Street
- Mitchell Denhartog, 1013 Western Avenue, Waterloo
- Tom Connors, 1304 College Street
- Ann Johnson, Cedar Falls
- Sarah Laube, Educator in the Cedar Valley

Tom Blanford, 1011 Rainbow Drive

The following individual spoke in opposition of the proclamation:
Forrest Dawkins, 2213 Yorkshire Drive

Following supportive comments by Councilmembers Dunn, Harding and Schultz, and closing comments by Mayor Green, the motion carried 5-2, with deBuhr and Ganfield voting Nay.

54286 - It was moved by Kruse and seconded by Ganfield to receive and file Departmental Monthly Reports of March 2023. Following a question by Councilmember Sires and response by Public Safety Director Berte, the motion carried unanimously.

54287 - It was moved by Kruse and seconded by Harding to approve the following application for a retail alcohol license:
b) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol & outdoor service - 5-day permit.

Following comments by Councilmembers Kruse and Dunn, the motion carried unanimously.

54288 - It was moved by Harding and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #23,145, approving and accepting the permanent transfer of \$2,543,741.00 from the Municipal Electric Utility to the General Fund of the City of Cedar Falls, and \$604,416.00 from the Municipal Gas Utility to the General Fund of the City of Cedar Falls.

Resolution #23,146, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 210 West 22nd Street.

Resolution #23,147 levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 818 Seerley Boulevard.

Resolution #23,148, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1022 West 22nd Street.

Resolution #23,149, approving and authorizing execution of an Agreement with Myers Cox relative to providing concession products and supplies for the Falls Aquatic Center.

Resolution #23,150, designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.

Resolution #23,151, approving and authorizing execution of a Contract for

towing, wrecker and storage services with Rasmusson Towing.

Resolution #23,152, approving and authorizing execution of a First Amendment to the Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration of a United States Department of Commerce, Economic Development Administration (EDA) grant relative to the Cedar River Recreational Improvements Project.

Resolution #23,153, approving and authorizing execution of a Cash Escrow Agreement with The Rotary Club of Cedar Falls relative to construction of the Rotary Plaza to be located at 205-221 West 1st Street.

Resolution #23,154, approving and authorizing execution of Supplemental Agreement No. 5 to the Professional Service Agreement with Riverwise Engineering, LLC for construction phase services relative to the Cedar River Recreational Improvements Project.

Resolution #23,155, approving the Certificate of Completion and accepting the work of Iowa Flat Works, Inc. for the 2022 Sidewalk Assessment Project - Zone 5.

Resolution #23,156, approving the Final Statement of Expenditures for the 2022 Sidewalk Assessment Project - Zone 5.

Resolution #23,157, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with McWing, LLC relative to a post-construction stormwater management plan for 3015-3045 Capital Way.

Receiving #23,158, and filing the bids, and approving and accepting the bid of Dave Schmitt Construction Co. Inc., in the amount of \$1,249,087.31, being the lowest bid received for the Ashworth Drive Extension Project.

Resolution #23,159, approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Sanitary Sewer Easement and Temporary Construction Easement, in conjunction with the North Cedar Heights Area Reconstruction Project.

Resolution #23,160, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the Greenwood Cemetery Slope Stabilization Project.

Resolution #23,161, approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the 2023 Alley Reconstruction Project.

Resolution #23,162, receiving and filing, and setting May 15, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Alley Reconstruction Project.

Resolution #23,163, receiving and filing, and setting May 15, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate

of cost for the 2023 Seal Coat Project.

Resolution #23,164, setting May 15, 2023 as the date of public hearing on proposed amendments to the City's FY2023 Budget.

Resolution #23,165, setting May 15, 2023 as the date of public hearing on a proposal to vacate a portion of Hudson Road right-of-way.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,145 through #23,165 duly passed and adopted.

- 54289 - It was moved by Ganfield and seconded by Harding that the bills and claims of May 1, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

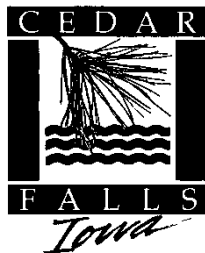
- 54290 - Councilmember Dunn commented on the Household Hazardous Waste and Electronics Recycling Drop-off Event being held on May 6, 2023 from 9AM-1PM.

- 54291 - It was moved by Harding and seconded by Sires to refer to the Finance & Business Operations Committee discussion of retiring or expiring tax increment financing (TIF) districts and the process of releasing funds. Following comments by Councilmember deBuhr, the motion carried 6-1, with Dunn voting Nay.

It was moved by deBuhr and seconded by Ganfield to refer the Committee of the Whole review of the City Council Proclamation Policy. Motion carried unanimously.

- 54292 - It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 9:23 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: May 8, 2023
SUBJECT: FY2023 Budget Amendment

Attached please find the certification resolution for the FY2023 budget amendment. This is necessary due to timing of various projects and participation of grant programs. As the notice shows additional intergovernmental charges for services, miscellaneous, other financing sources revenues, as well as cash reserves will primarily offset these expenditures.

Also included in the amendment are the proposed line item amendments by the various departments. Those departmental amendments are also attached to this memo. The line items for vacant building inspector position (\$50,000) and Single-Family Conversion (\$15,000) have not been used to cover overspent line items per Council decision during the FY2024 budget process. Also, per Council FY2024 budget decision, the additional estimated hotel/motel general fund revenue (\$305,000) from FY2023 will be carried forward to FY2024.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of CEDAR FALLS
Fiscal Year July 1, 2022 - June 30, 2023

Item 2.

The City of CEDAR FALLS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 5/15/2023 07:00 PM

Contact: Jennifer Rodenbeck

Phone: (319) 273-8600 ext: 5108

Meeting Location: City Hall, 220 Clay Street, Cedar Falls, IA

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	23,906,560	0	23,906,560
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	23,906,560	0	23,906,560
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	5,985,020	0	5,985,020
Other City Taxes	6	8,079,695	0	8,079,695
Licenses & Permits	7	1,031,000	0	1,031,000
Use of Money & Property	8	633,452	0	633,452
Intergovernmental	9	17,700,020	4,230,620	21,930,640
Charges for Service	10	15,220,550	433,200	15,653,750
Special Assessments	11	0	0	0
Miscellaneous	12	1,104,483	2,284,400	3,388,883
Other Financing Sources	13	1,885,000	630,000	2,515,000
Transfers In	14	13,790,570	0	13,790,570
Total Revenues & Other Sources	15	89,336,350	7,578,220	96,914,570
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	13,446,710	91,900	13,538,610
Public Works	17	19,449,090	5,385,850	24,834,940
Health and Social Services	18	28,000	0	28,000
Culture and Recreation	19	8,665,100	256,000	8,921,100
Community and Economic Development	20	2,989,600	90,620	3,080,220
General Government	21	6,310,200	3,000	6,313,200
Debt Service	22	2,129,200	0	2,129,200
Capital Projects	23	30,515,470	13,550,500	44,065,970
Total Government Activities Expenditures	24	83,533,370	19,377,870	102,911,240
Business Type/Enterprise	25	9,205,410	1,119,000	10,324,410
Total Gov Activities & Business Expenditures	26	92,738,780	20,496,870	113,235,650
Transfers Out	27	13,790,570	0	13,790,570
Total Expenditures/Transfers Out	28	106,529,350	20,496,870	127,026,220
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-17,193,000	-12,918,650	-30,111,650
Beginning Fund Balance July 1, 2022	30	89,733,998	0	89,733,998
Ending Fund Balance June 30, 2023	31	72,540,998	-12,918,650	59,622,348

Explanation of Changes: These over expenditures are primarily due to timing of capital projects and participation in various grant programs. Some of the expenditures are covered by additional revenues; intergovernmental, charges for services, miscellaneous, other financing sources, as well as cash reserves.

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CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2023 BUDGET
FINANCE & BUSINESS OPERATIONS

BUDGET ADJUSTMENT - INTO				BUDGET ADJUST. - FROM				GENERAL FUND CASH USED	REASON FOR ADJUSTMENT		
DEPARTMENTS	ACCOUNT NUMBER	ACCOUNT NAME	FY2023 BUDGET	PROJECTED FY2023 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT			
Public Records	101-1008-441.6101	Full-time Wages	\$191,490.00	\$196,290.00	(\$4,800.00)	101-1008-441-6403	Life Insurance	\$50.00	Over expended line item offset by underspent line item.		
	101-1008-441.6102	Part-time Wages	\$17,420.00	\$31,620.00	(\$14,200.00)	101-1008-441.7101	Office Supplies	\$800.00			
	101-1008-441.6401	Health Ins. Premiums	\$37,990.00	\$38,040.00	(\$50.00)	101-1008-441.7299	Postage	\$100.00			
	101-1008-441.6501	FICA	\$15,990.00	\$17,190.00	(\$1,200.00)	101-1008-441.8201	Telephone	\$100.00			
	101-1008-441.6601	IPERS	\$19,720.00	\$21,720.00	(\$2,000.00)	101-1199-441-8314	Contingency	\$21,300.00			
	101-1008-441.8304	Dues & Memberships	\$500.00	\$600.00	(\$100.00)						
				(\$22,350.00)			\$22,350.00				
FBO Administration	101-1026-441.6101	Full-time Wages	\$180,770.00	\$181,870.00	(\$1,100.00)	101-1026-441.6102	Part-time Wages	\$3,000.00	Over expended line item offset by underspent line item.		
	101-1026-441.6501	FICA	\$13,820.00	\$15,720.00	(\$1,900.00)	101-1026-441-8148	Contract Services	\$600.00			
	101-1026-441.7101	Office Supplies	\$500.00	\$1,100.00	(\$600.00)	101-1026-441-8305	Travel	\$100.00			
	101-1026-441.8201	Telephone	\$700.00	\$800.00	(\$100.00)						
				(\$3,700.00)			\$3,700.00				
Financial Services	101-1028-441.6101	Full-time Wages	\$229,090.00	\$234,390.00	(\$5,300.00)	101-1028-441.7399	Emergency Supplies	\$2,000.00	Over expended line item offset by underspent line item.		
	101-1028-441.6102	Part-time Wages	\$43,870.00	\$45,470.00	(\$1,600.00)	101-1028-441-8113	Microfilming/Imaging	\$1,500.00			
	101-1028-441.6402	Health Inc. Reimb.	\$570.00	\$770.00	(\$200.00)	101-1028-441-8201	Telephone	\$100.00			
	101-1028-441.6601	IPERS	\$25,820.00	\$26,320.00	(\$500.00)	101-1028-441.8601	Repair & Maintenance	\$4,000.00			
				(\$7,600.00)			\$7,600.00				
Human Resources	101-1038-441.6103	Overtime	\$0.00	\$1,000.00	(\$1,000.00)	101-1038-441.6102	Part-Time	\$25,690.00	Over expended line item offset by underspent line item.		
	101-1038-441.7101	Office Supplies	\$1,000.00	\$2,500.00	(\$1,500.00)	101-1038-441.8133	Employee Survey	\$1,500.00			
	101-1038-441.7299	Postage	\$500.00	\$1,200.00	(\$700.00)	101-1038-441.8148	Contract Services	\$1,000.00			
	101-1038-441.8149	Background Check	\$0.00	\$3,000.00	(\$3,000.00)	101-1038-441.8156	Employee Wellness Proa	\$300.00			
	101-1038-441.8153	Job Notices	\$50,000.00	\$71,000.00	(\$21,000.00)	101-1038-441.8157	Pay Plan Study	\$1,000.00			
	101-1038-441.8304	Dues & Memberships	\$800.00	\$1,800.00	(\$1,000.00)	101-1038-441.8301	Training & Travel	\$1,300.00			
	101-1038-441.9301	Equipment	\$500.00	\$3,090.00	(\$2,590.00)						
					(\$30,790.00)			\$30,790.00			
Legal	101-1048-441.6101	Full-time Wages	\$172,790.00	\$176,890.00	(\$4,100.00)	101-1048-441-6103	Overtime	\$300.00	Over expended line item offset by underspent line item.		
	101-1048-441.6501	FICA	\$10,230.00	\$12,430.00	(\$2,200.00)	101-1048-441.7101	Office Supplies	\$400.00			
	101-1048-441.6601	IPERS	\$16,360.00	\$16,760.00	(\$400.00)	101-1199-441.8913	Contingency	\$6,000.00			
					(\$6,700.00)			\$6,700.00			
Library	101-1060-423.7306	Building Repair	\$3,000.00	\$7,850.00	(\$4,850.00)	101-1060-423.8101	Professional Services	\$3,200.00	Over expended line items offset by underspent line.		
	101-1060-423.8306	Education	\$5,000.00	\$5,800.00	(\$800.00)	101-1060-423.7299	Postage	\$1,650.00			
	101-1060-423.8920	Adult Books	\$0.00	\$2,400.00	(\$2,400.00)	101-1060-356.7800	Library Gifts & Memorials	\$3,300.00	Over expended line items offset by underspent line and additional donation revenues.		
	101-1060-423.8923	Large Print Books	\$0.00	\$200.00	(\$200.00)						
	101-1060-423.8926	Non-Print Resources	\$0.00	\$700.00	(\$700.00)						
	101-1060-423.8934	Endowment Supported Program	\$60,000.00	\$156,950.00	(\$96,950.00)	101-1060-356.7901	Library Endowments	\$96,950.00	Projects exceeded budgets, offset by additional endowment revenues. Over expended line items offset by underspent line.		
	101-1060-423.9301	Equipment	\$0.00	\$4,750.00	(\$4,750.00)	101-1060-423.7299	Postage	\$1,850.00			
					(\$110,650.00)	101-1060-423.8501	Utilities	\$2,900.00			
								\$110,650.00			
Library Levy	101-1061-423.6401	Health Insurance Premiums	\$12,000.00	\$16,750.00	(\$4,750.00)	101-0000-104.0000	General Fund - Cash	\$12,550.00	\$12,550.00 Over expended line item offset by underspent line items and Levy cash reserves.		
	101-1061-423.6402	Health Insurance Reimbursements	\$460.00	\$760.00	(\$300.00)	101-1061-423.6101	Full-time Wages	\$5,050.00			
	101-1061-423.8191	Licenses & Service Contracts	\$54,000.00	\$63,000.00	(\$9,000.00)	101-1061-423.8925	Adult Video	\$20,450.00			
	101-1061-423.8929	Newspapers	\$2,300.00	\$2,450.00	(\$150.00)	101-1061-423.8935	Youth Audio	\$3,400.00			
	101-1061-423.8938	Young Adult Video	\$1,000.00	\$1,150.00	(\$150.00)	101-1061-423.8936	Youth Video	\$3,400.00			
	101-1061-423.8942	Adult E-Materials	\$40,000.00	\$60,450.00	(\$20,450.00)						
	101-1061-423.8944	Young Adult E-Materials	\$2,500.00	\$3,500.00	(\$1,000.00)						
	101-1061-423.8946	Youth E-Materials	\$6,700.00	\$13,500.00	(\$6,800.00)						
	101-1061-423.9301	Equipment	\$0.00	\$2,250.00	(\$2,250.00)						
					(\$44,850.00)			\$44,850.00			
	City Administrator	101-1118-441.6101	Full-time Wages	\$377,290.00	\$378,090.00	(\$800.00)	101-1118-441.6102	Part-time Wages		\$2,800.00	Over expended line items offset by underspent line items.
		101-1118-441.6402	Health Ins. Reimb	\$580.00	\$780.00	(\$200.00)	101-1118-441.6403	Life Ins.		\$200.00	
101-1118-441.6501		FICA	\$23,860.00	\$25,660.00	(\$1,800.00)	101-1118-441.7211	Dues, Book, Magazines	\$200.00			
101-1118-441.7101		Office Supplies	\$200.00	\$500.00	(\$300.00)	101-1118-441.7219	Printing	\$100.00			
101-1118-441.7201		Operating Supplies	\$0.00	\$300.00	(\$300.00)	101-1118-441.8125	Promotional Tapes & Ads.	\$3,000.00			
101-1118-441.7299		Postage	\$0.00	\$50.00	(\$50.00)	101-1118-441.8304	Dues & Memberships	\$750.00			
101-1118-441.8131		Business Retention/Consulting	\$1,500.00	\$22,000.00	(\$20,500.00)	101-1118-441.9301	Equipment	\$600.00			
101-1118-441.8201		Telephone	\$1,300.00	\$1,400.00	(\$100.00)	101-1118-441.8198	Economic Development	\$26,600.00			
101-1118-441.8305		Travel	\$4,000.00	\$12,000.00	(\$8,000.00)						
101-1118-441.8306		Education	\$2,000.00	\$4,200.00	(\$2,200.00)						
					(\$34,250.00)			\$34,250.00			

Mayor	101-1158-441.6101	Full-time Wages	\$104,670.00	\$107,670.00	(\$3,000.00)	101-1158-441.7201	Operating Supplies	\$1,500.00	Over expended line item covered underspent line items.
	101-1158-441.6501	FICA	\$8,010.00	\$8,110.00	(\$100.00)	101-1158-441.8201	Telephone	\$1,300.00	
	101-1158-441.6601	IPERS	\$9,880.00	\$10,180.00	(\$300.00)	101-1199-441.8305	Admin: Travel	\$2,500.00	
	101-1158-441-7101	Office Supplies	\$800.00	\$1,200.00	(\$400.00)	101-1199-441.8306	Admin: Education	\$3,000.00	
	101-1158-441.8305	Travel	\$3,000.00	\$5,000.00	(\$2,000.00)				
	101-1158-441.9301	Equipment	\$500.00	\$3,000.00	(\$2,500.00)				
					(\$8,300.00)			\$8,300.00	
Council	101-1168-441.6101	Full-time Wages	\$46,340.00	\$47,300.00	(\$960.00)	101-1168-441.6501	FICA	\$1,710.00	Over expended line item covered underspent line items.
	101-1168-441.6601	IPERS	\$3,100.00	\$3,850.00	(\$750.00)				
					(\$1,710.00)			\$1,710.00	
Admin/Legal Misc.	101-1119-441.8911	League Dues	\$12,000.00	\$12,500.00	(\$500.00)	101-1199-441.8101	Professional Services	\$10,000.00	Over expended line item covered underspent line items.
	101-1199-441.8914	Refunds	\$2,000.00	\$11,500.00	(\$9,500.00)				
					(\$10,000.00)			\$10,000.00	
Data Processing	606-1078-441.6101	Full-time Wages	\$396,060.00	\$398,060.00	(\$2,000.00)	606-1078-441.6401	Health Ins. Prem.	\$2,100.00	Over expended line item offset by underspent line item.
	606-1078-441.6601	IPERS	\$41,000.00	\$41,100.00	(\$100.00)	606-1078-441.7101	Office Supplies	\$3,000.00	
	606-1078-441.7201	Operating Supplies	\$3,500.00	\$6,500.00	(\$3,000.00)	606-1078-441.8201	Telephone	\$2,000.00	
	606-1078-441.8170	Contracted Services	\$35,000.00	\$37,000.00	(\$2,000.00)	606-1078-441.8601	Repair & Maintenance	\$8,000.00	
	606-1078-441.8610	Software Maintenance	\$210,000.00	\$262,500.00	(\$52,500.00)	606-1078-441.9301	Equipment	\$44,500.00	
					(\$59,600.00)			\$59,600.00	Extended warranty needed for aging onsite backup system, and new app, ESO conversion, new unbudgeted DEI software, and substantial increases in software renewal costs.
Cable TV	254-1088-431.6101	Full-time Wages	\$221,280.00	\$223,780.00	(\$2,500.00)	254-1088-431.6102	Part-time Wages	\$7,100.00	Over expended line items offset by underspent line items.
	254-1088-431.7201	Operating Supplies	\$6,000.00	\$8,000.00	(\$2,000.00)	254-1088-431.8137	Legal Services	\$5,000.00	
	254-1088-431.7211	Dues, Books & Magazines	\$3,000.00	\$4,000.00	(\$1,000.00)	254-1088-431.8601	Repair & Maintenance	\$2,500.00	
	254-1088-431.8201	Telephones	\$1,300.00	\$1,900.00	(\$600.00)				
	254-1088-431.8918	Community Program	\$35,500.00	\$44,000.00	(\$8,500.00)				
					(\$14,600.00)			\$14,600.00	
Community Center	262-1092-423.9301	Equipment	\$500.00	\$1,100.00	(\$600.00)	262-1092-423.8201	Telephone	\$300.00	Over expended line item offset by underspent line item.
					(\$600.00)	262-1092-423.8601	Repair & Maintenance	\$300.00	
					(\$600.00)			\$600.00	
Parking	258-5531-435.6101	Full-time Wages	\$72,930.00	\$75,130.00	(\$2,200.00)	258-5531-435.6102	Part-time Wages	\$2,200.00	Over expended line item offset by underspent line item.
	258-5531-435.7324	Repair & Maint. Signs	\$0.00	\$2,500.00	(\$2,500.00)	258-5531-435.8122	Parking Study	\$2,500.00	
					(\$4,700.00)			\$4,700.00	
Street Repair	242-1240-431.9225	Cedar Heights Area	\$0.00	\$350,000.00	(\$350,000.00)	242-0000-104.0000	Cash	\$1,175,000.00	Over expenditures due to timing of capital projects and timing of reimbursements from other funding sources and cash reserves.
	242-1240-431.9251	Seal Coat	\$100,000.00	\$300,000.00	(\$200,000.00)	242-0000-371.0100	Misc. Receipts	\$400,000.00	
	242-1240-431.9299	Street Patching	\$0.00	\$25,000.00	(\$25,000.00)				
	242-1240-431.9845	Main St.	\$1,088,000.00	\$2,088,000.00	(\$1,000,000.00)				
					(\$1,575,000.00)			\$1,575,000.00	
Emergency Reserve Fund	404-1220-431.9237	Buyout Demo	\$0.00	\$700,000.00	(\$700,000.00)	404-0000-341.0803	Federal/State Grant - Revenues	\$700,000.00	Over expenditure for FEMA Flood buyouts offset with grant revenues
	404-1220-431.9586	Center St. Streetscape	\$0.00	\$1,500,000.00	(\$1,500,000.00)	404-0000-104.0000	Emergency Reserve - Cash	\$1,124,500.00	
					(\$2,200,000.00)	443-1220-431-9877	Capital Project-Center Street	\$375,500.00	Project budgeted under incorrect account at beginning of year, Emergency Flood Reserves planned by City Council on CIP for remaining amount.
					(\$2,200,000.00)			\$2,200,000.00	
Flood Reserve Fund	405-1220-1431.9843	Cedar River Rec. Improvements	\$0.00	\$1,000,000.00	(\$1,000,000.00)	443-1220-431.9843	Capital Project Cedar River Rec Project	\$1,000,000.00	Project budgeted under incorrect account at beginning of year, Emergency Flood Reserves planned by City Council on CIP
					(\$1,000,000.00)			\$1,000,000.00	
TIF Bond Fund	430-1220-431.9764	Viking Road Extension	\$0.00	\$5,500,000.00	(\$5,500,000.00)	430-0000-104.0000	TIF Bond - Cash	\$5,500,000.00	Project is cash flowed until TIF certification for project has occurred.
					(\$5,500,000.00)			\$5,500,000.00	

Bond Funds	436-1220-431.9483	West 1st Street	\$0.00	\$5,000.00	(\$5,000.00)	436-0000-104.0000	Bond Fund Cash	\$5,000.00	Over expenditure will be offset by bond proceeds already sold.
	436-1220-431.9826	Downtown Levee	\$0.00	\$76,000.00	(\$76,000.00)	436-0000-104.0000	Bond Fund Cash	\$76,000.00	Over expenditure will be offset by bond proceeds already sold and excess sales tax increment funds.
	437-1220-431.9548	Bunker Gear	\$0.00	\$3,000.00	(\$3,000.00)	437-0000-104.0000	Bond Fund Cash	\$3,000.00	Over expenditure will be offset by bond proceeds already sold.
	437-1220-431.9867	Hudson Rd. Rec Trail Ph IV	\$0.00	\$57,000.00	(\$57,000.00)	437-0000-104.0000	Bond Fund Cash	\$57,000.00	Over expenditure will be offset by bond proceeds already sold.
	437-1220-431.9897	Pedestrian Bridge	\$0.00	\$15,000.00	(\$15,000.00)	437-0000-104.0000	Bond Fund Cash	\$15,000.00	Over expenditure will be offset by bond proceeds already sold.
	438-1220-431.9527	Union Road Trail	\$0.00	\$100,000.00	(\$100,000.00)	438-0000-104.0000	Bond Fund Cash	\$100,000.00	Over expenditure will be offset by bond proceeds already sold.
	438-1220-431.9573	Sidewalk Recon	\$0.00	\$15,000.00	(\$15,000.00)	438-0000-104.0000	Bond Fund Cash	\$15,000.00	Over expenditure will be offset by bond proceeds already sold.
	438-1220-431.9823	Greenhill Rd & S Main	\$0.00	\$1,300,000.00	(\$1,300,000.00)	438-0000-104.0000 438-0000-381.0000	Bond Fund Cash Misc. Receipts	\$1,170,000.00 \$130,000.00	Over expenditure will be offset by bond proceeds already sold and reimbursements received.
	438-1220-431.9883	Cedar Heights Drive	\$0.00	\$3,230,000.00	(\$3,230,000.00)	438-0000-341.0500	Fed/State Funding	\$3,230,000.00	Over expenditure will be offset by grant proceeds.
	438-1220-431.9885	Lake Street Trail	\$0.00	\$300,000.00	(\$300,000.00)	438-0000-104.0000	Bond Fund Cash	\$300,000.00	Over expenditure will be offset by bond proceeds already sold.
	439-1220-431.9501	Bond Fees	\$0.00	\$200,000.00	(\$200,000.00)	439-0000-371.0100	Misc. Receipts	\$200,000.00	Over expenditure due to incorrect status of bank qualified bonds. Payments made to investors and legal fees will be reimbursed by Cedar Falls Utilities.
					(\$5,301,000.00)			\$5,301,000.00	
Special Assessments	473-1220-431.9899	Sidewalk Project	\$0.00	\$75,000.00	(\$75,000.00)	473-0000-371.0702 473-0000-104.0000	Sidewalk Assessment - Revenue Special Assessment Fund - Cash	\$25,000.00 \$50,000.00	Sidewalk project expenditures will be offset by payments already received by home owners and future special assessment property tax collections.
					(\$75,000.00)			\$75,000.00	
Capital Projects	443-1220-431.9888	Ashworth Drive	\$0.00	\$50,000.00	(\$50,000.00)	443-0000-104.0000	Capital Projects Cash	\$50,000.00	Over expenditure will be offset by cash reserves
					(\$50,000.00)			\$50,000.00	
TOTAL ADJUSTMENTS								\$16,061,400.00	
GEN FUND CASH USED BY F.B.O.								\$12,550.00	

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CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2023 BUDGET
COMMUNITY DEVELOPMENT

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM				GENERAL	REASON FOR ADJUSTMENT	
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2023 BUDGET	PROJECTED FY2023 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME		ADJUSTMENT AMOUNT
Community Dev. - Admin.	101-2205-432.6402	Health Ins. Reimbursements	\$200.00	\$400.00	(\$200.00)	101-2205-432.6103	Overtime	\$200.00	Over expended line item offset by underspent line item.
	101-2205-432.6501	FICA	\$9,660.00	\$11,160.00	(\$1,500.00)	101-2205-432.7225	Mileage	\$400.00	
	101-2205-432.7211	Dues, Books, Magazines	\$700.00	\$845.00	(\$145.00)	101-2205-432.8201	Telephone	\$1,000.00	
						101-2205-432.8305	Travel	\$245.00	
				(\$1,845.00)				\$1,845.00	
Inspection Services	101-2235-412.6101	Full-time Wages	\$589,510.00	\$601,910.00	(\$12,400.00)	101-2235-412.6102	Part-time Wages	\$12,400.00	Over expended due to overlap of hiring prior to employee retirement, offset by underspent line items. Over expended line items offset by underspent line items.
	101-2235-412.7101	Office Supplies	\$1,500.00	\$3,230.00	(\$1,730.00)	101-2235-412.7211	Books	\$1,000.00	
	101-2235-412.7217	Uniforms	\$1,800.00	\$2,000.00	(\$200.00)	101-2235-412.8304	Dues	\$200.00	
	101-2235-412.7219	Printing	\$2,400.00	\$3,400.00	(\$1,000.00)	101-2235-412.8305	Travel	\$2,330.00	
	101-2235-412.8306	Education	\$5,200.00	\$5,800.00	(\$600.00)	101-2235-412.8915	Credit Card Charge	\$700.00	
	101-2235-412.8601	Repair & Maintenance	\$0.00	\$700.00	(\$700.00)				
					(\$16,630.00)				
Planning & Community Services	101-2245-442.6101	Full-time Wages	\$437,690.00	\$439,890.00	(\$2,200.00)	101-2245-442.7208	Camera & Photo Equip.	\$450.00	Over expended line item offset by underspent line item.
	101-2245-442.7201	Operating Supplies	\$490.00	\$2,560.00	(\$2,070.00)	101-2245-442.7219	Printing	\$400.00	
	101-2245-442.8118	INRCOG	\$14,110.00	\$14,120.00	(\$10.00)	101-2245-442.7299	Postage	\$930.00	
						101-2245-442.8101	Professional Services	\$2,200.00	
						101-2245-442.8201	Telephone	\$300.00	
				(\$4,280.00)				\$4,280.00	
Sec. 8 Housing	217-2214-432.7201	Operating Supplies	\$440.00	\$540.00	(\$100.00)	217-2214-432.7225	Mileage	\$100.00	Over expended line items offset by underspent line items.
	217-2214-432.8201	Telephone	\$700.00	\$1,200.00	(\$500.00)	217-2214-432.7299	Postage	\$250.00	
						217-2214-432.8305	Travel	\$250.00	
					(\$600.00)				
Block Grant	223-2224-432.6101	Full-time Wages	\$4,770.00	\$12,020.00	(\$7,250.00)	223-0000-341.0100	CDBG State CARES CV2 Grant Rev.	\$6,000.00	Awarded CARES Grant; used to cover additional expenditures due to meetings, plan updates and monitoring new projects.
	223-2224-432.6102	Part-time Wages	\$1,310.00	\$1,510.00	(\$200.00)	223-0000-341.0100	CDBG CARES (CV1 & CV3) Grant Rev.	\$2,000.00	
	223-2224-432.6401	Health Ins. Premiums	\$460.00	\$1,060.00	(\$600.00)	223-2224-432.8101	Professional Services	\$1,370.00	
	223-2224-432.6403	Life Insurance	\$20.00	\$40.00	(\$20.00)				
	223-2224-432.6404	Ltd Insurance	\$20.00	\$50.00	(\$30.00)				
	223-2224-432.6501	FICA	\$470.00	\$1,040.00	(\$570.00)				
	223-2224-432.6601	IPERS	\$570.00	\$1,270.00	(\$700.00)				
	223-2224-432.7219	Printing	\$200.00	\$520.00	(\$320.00)	223-2224-432.8101	Professional Services	\$320.00	
	223-2224-432.8305	Travel	\$1,000.00	\$1,300.00	(\$300.00)	223-2224-432.8306	Education	\$300.00	
	223-2224-432.8803	NE Iowa Foodbank	\$0.00	\$7,300.00	(\$7,300.00)	223-2234-432.8960	Service Agencies	\$7,300.00	
	223-2224-432.8807	Pathways	\$0.00	\$7,300.00	(\$7,300.00)	223-2234-432.8960	Service Agencies	\$7,300.00	
	223-2224-432.8814	House of Hope	\$0.00	\$7,300.00	(\$7,300.00)	223-2234-432.8960	Service Agencies	\$7,300.00	
	223-2224-432.8815	Salvation Army	\$0.00	\$7,300.00	(\$7,300.00)	223-2234-432.8960	Service Agencies	\$7,300.00	
	223-2224-432.8853	Family Mgmt. Financial Solutions	\$0.00	\$1,970.00	(\$1,970.00)	223-2234-432.8960	Service Agencies	\$1,970.00	
	223-2224-432.8857	Exceptional Persons	\$0.00	\$7,300.00	(\$7,300.00)	223-2234-432.8960	Service Agencies	\$7,300.00	
	223-2224-432.8858	Operation Threshold	\$0.00	\$7,620.00	(\$7,620.00)	223-0000-341.0100	CDBG State CARES CV2 Grant Rev.	\$7,620.00	
	223-2224-432.8957	Neighborhood Accessibility Improv.	\$0.00	\$40,000.00	(\$40,000.00)	223-2234-432.8950	Housing Rehab	\$40,000.00	
	223-2224-432.8958	Neighborhood Beautification Improv.	\$0.00	\$20,000.00	(\$20,000.00)	223-2234-432.8950	Housing Rehab	\$20,000.00	
	223-2224-432.8966	State CARES - CV2	\$0.00	\$70,000.00	(\$70,000.00)	223-0000-341.0100	CDBG State CARES CV2 Grant Rev.	\$70,000.00	
	223-2234-432.6102	Part-time Wages	\$1,550.00	\$1,850.00	(\$300.00)	223-2234-432.8101	CDBG Rehab-Professional Services	\$350.00	
	223-2234-432.6501	FICA	\$120.00	\$140.00	(\$20.00)				
223-2234-432.6601	IPERS	\$150.00	\$180.00	(\$30.00)					
					223-0000-341.0102	HOME Grant Revenues	\$5,000.00		
				(\$191,430.00)				\$191,430.00	
Economic Development	483-2245-432.8903	TIF Payments	\$0.00	\$500,000.00	(\$500,000.00)	483-0000-382.0103	Transfer In	\$500,000.00	TIF payments made out of Economic Development fund will be reimbursed by TIF collection revenue
	484-2245-432.9110	Land Acquisition	\$0.00	\$300,000.00	(\$300,000.00)	484-0000-371.0600	Misc. Receipts - Revenue	\$300,000.00	Over expenditure will be offset by lease and farm rent payments received on the properties.
					(\$800,000.00)				\$800,000.00

Recreation	101-2253-423.6101	Full-time Wages	\$304,330.00	\$305,830.00	(\$1,500.00)	101-2253-423.6109	Fit Coordinator Wages	\$40,000.00	Over expended line items due to increased new hire starting wages, offset by underspent line items.
	101-2253-423.6112	Camp Wages	\$60,000.00	\$67,000.00	(\$7,000.00)	101-2253-423.6116	Ballfield Maintenance	\$2,000.00	
	101-2253-423.6114	Front Desk Staff Wages	\$112,180.00	\$132,180.00	(\$20,000.00)	101-2253-423.6117	Adult Sports Wages	\$1,000.00	
	101-2253-423.6122	Rec Coordinator Wages	\$0.00	\$40,000.00	(\$40,000.00)	101-2253-423.6126	Trips & Sp. Event Wages	\$2,500.00	
	101-2253-423.6127	Child Care Wages	\$12,000.00	\$15,000.00	(\$3,000.00)	101-2253-423.6130	Indoor Head Guard Wage	\$2,000.00	
	101-2253-423.6135	Falls Manager Wages	\$12,500.00	\$15,500.00	(\$3,000.00)	101-2253-423.6131	Indoor Pool Guard Wage	\$3,000.00	
	101-2253-423.6136	Falls Asst Manager Wages	\$21,500.00	\$23,000.00	(\$1,500.00)	101-2253-423.6141	Fall Maintenance Wages	\$1,000.00	
	101-2253-423.6137	Falls Lifeguard Wages	\$164,000.00	\$167,000.00	(\$3,000.00)	101-2253-423.6601	IPERS	\$24,600.00	
	101-2253-423.6401	Health Ins. Prem.	\$45,620.00	\$54,720.00	(\$9,100.00)	101-2253-423.7101	Office Supplies	\$1,000.00	
	101-2253-423.7231	Youth Sports Equipment	\$28,000.00	\$34,000.00	(\$6,000.00)	101-2253-423.7232	Adult Sports Equipment	\$4,000.00	Over expended items offset by underspent line item.
	101-2253-423.7254	Child Care Supplies	\$400.00	\$600.00	(\$200.00)	101-2253-423.7236	Birthday Party Supplies	\$200.00	
	101-2253-423.7355	Media	\$2,500.00	\$3,200.00	(\$700.00)	101-2253-423.8101	Professional Services	\$5,000.00	
	101-2253-423.8704	CF School Facilities	\$30,000.00	\$45,000.00	(\$15,000.00)	101-2253-423.8904	Sales Tax	\$52,870.00	
	101-2253-423.8906	Indoor Pool Operations	\$52,000.00	\$75,000.00	(\$23,000.00)				Additional FY2022 expenditures for City share of Holmes & Peet Pool projects, offset by underspent line items.
	101-2253-423.8914	Refunds	\$5,000.00	\$6,500.00	(\$1,500.00)				Over expended items offset by underspent line item.
	101-2253-423.9301	Equipment	\$0.00	\$4,670.00	(\$4,670.00)				
					(\$139,170.00)			\$139,170.00	
Cultural	101-2280-423.6401	Health Insurance Prem.	\$4,620.00	\$9,120.00	(\$4,500.00)	101-2280-423.6601	IPERS	\$1,500.00	Over expended line items offset by underspent line items.
	101-2280-423.8160	Exhibition Fees	\$4,500.00	\$4,800.00	(\$300.00)	101-2280-423.8201	Telephone	\$1,000.00	
	101-2280-423.8914	Refunds	\$600.00	\$7,000.00	(\$6,400.00)	101-2280-423.8501	Utilities	\$2,000.00	
					(\$11,200.00)	101-2280-423.7274	Vol Service & Supplies	\$300.00	
						101-2280-356.1400	Facility Rental Revenues	\$6,400.00	Refund of security deposits line item offset by facility rental revenues received.
								\$11,200.00	
Cultural Capital	298-2280-423.8821	Public Art	\$0.00	\$26,000.00	(\$26,000.00)	298-0000-371.0800	Public Art Revenue	\$26,500.00	Over expenditure due to purchase of public art on Plaza and will be offset by donation revenue.
	298-2280-423.8939	Purchased Items - Donated	\$0.00	\$500.00	(\$500.00)			\$26,500.00	
					(\$26,500.00)			\$26,500.00	
Tourism & Visitors	261-2291-423.6101	Full-time Wages	\$152,620.00	\$152,120.00	(\$500.00)	261-0000-104.0000	Tourism Cash Reserves	\$17,750.00	Over expended line items are offset by underspent line items, additional revenues and cash reserves
	261-2291-423.6402	Health Ins. Reimb.	\$380.00	\$750.00	(\$370.00)	261-0000-371.1003	Brochures & Publications Income	\$7,000.00	
	261-2291-423.7352	Brochures & Publications	\$14,000.00	\$21,000.00	(\$7,000.00)	261-2291-423.6102	Part-time Wages	\$1,870.00	
	261-2291-423.8843	Community Betterment Grants	\$18,250.00	\$24,000.00	(\$5,750.00)	261-2291-423.7353	Website/CRM	\$5,000.00	
	261-2291-423.9201	Structure	\$65,000.00	\$77,000.00	(\$12,000.00)	261-2291-423.8305	Travel (Food/Mileage/Lodging)	\$1,000.00	
	261-2291-423.9301	Equipment	\$2,200.00	\$8,200.00	(\$6,000.00)			\$32,620.00	
					(\$32,620.00)			\$1,224,275.00	
TOTAL ADJUSTMENTS								\$0.00	
GEN FUND CASH USED BY C.D.									

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CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2023 BUDGET
PUBLIC SAFETY SERVICES

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM					GENERAL FUND CASH USED	REASON FOR ADJUSTMENT	
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2023 BUDGET	PROJECTED FY2023 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT		
Fire	101-4511-414.6101	Full-time Wages	\$2,561,520.00	\$2,572,520.00	(\$11,000.00)	101-5521.415.6101	Full-time Wages	\$11,000.00	Over expended line items due to Firefighter training of new officers, offset by underspent line items and additional revenue. Over expended line items offset by underspent line items and additional revenue.	
	101-4511-414.6103	Overtime	\$30,000.00	\$135,500.00	(\$105,500.00)	101-5521-415.6401	Health Ins. Prem.	\$10,000.00		
	101-4511-414.6174	Fire Hrs. Over 212	\$0.00	\$40,000.00	(\$40,000.00)	101-5521-415.6501	FICA	\$15,000.00		
	101-4511-414.6401	Health Ins. Prem.	\$290,150.00	\$304,650.00	(\$14,500.00)	101-4511-358.1200	Commercial Fire Insp. Rev.	\$15,000.00		
	101-4511-414.7202	Laundry	\$500.00	\$1,000.00	(\$500.00)	101-4511-414.6178	Vol Internal	\$10,000.00		
	101-4511-414.7207	EMS/Rescue Supplies	\$7,000.00	\$8,000.00	(\$1,000.00)	101-4511-414.6501	FICA	\$36,000.00		
	101-4511-414.7209	Equipment Repairs	\$10,000.00	\$12,000.00	(\$2,000.00)	101-4511-414.6601	IPERS	\$10,000.00		
	101-4511-414.7355	Media	\$0.00	\$200.00	(\$200.00)	101-4511-414.7101	Office Supplies	\$1,000.00		
	101-4511-414.8101	Professional Services	\$0.00	\$2,500.00	(\$2,500.00)	101-4511-414.7204	SCBA Supplies	\$10,000.00		
	101-4511-414.8306	Education	\$19,000.00	\$29,000.00	(\$10,000.00)	101-4511-414.7208	Camera & Photo Supplies	\$500.00		
	101-4511-414.8914	Refunds	\$0.00	\$1,000.00	(\$1,000.00)	101-4511-414.7210	Fire Prevention	\$4,000.00		
						101-4511-414.7211	Dues, Books, Magazines	\$1,500.00		
						101-4511-414.7220	Officer Equipment	\$17,000.00		
						101-4511-414.7277	Vol. Supplies	\$5,000.00		
						101-4511-414.7299	Postage	\$1,800.00		
						101-4511-414.7302	Dormitory Furnishings	\$2,000.00		
						101-4511-414.7306	Building Repair	\$2,000.00		
						101-4511-414.7650	Service Contracts	\$5,000.00		
						101-4511-414.8146	Emergency Management	\$2,900.00		
						101-4511-414.8171	Consolidated Dispatch	\$10,900.00		
						101-4511-414.8305	Travel	\$5,000.00		
						101-4511-414.8940	Uniforms	\$10,000.00		
						101-4511-414.9301	Equipment	\$2,600.00		
								\$188,200.00		
Police	101-5521-415.6103	Overtime	\$56,000.00	\$86,000.00	(\$30,000.00)	101-5521.415.6101	Full-time Wages	\$9,300.00	Over expended line items offset by underspent line items.	
	101-5521-415.6175	Overtime-Police Grant	\$0.00	\$14,000.00	(\$14,000.00)	101-5521-415.6102	Part-time Wages	\$10,000.00		
	101-5521-415.6178	Volunteers Internal	\$59,339.00	\$70,139.00	(\$10,800.00)	101-5521-415.6170	Overtime-Holiday	\$14,000.00		
	101-5521-415.6403	Life Insurance	\$3,560.00	\$4,260.00	(\$700.00)	101-5521-415.6501	FICA	\$21,500.00		
	101-5521-415.7101	Office Supplies	\$6,500.00	\$9,600.00	(\$3,100.00)	101-5521-415.7107	Code Enforcement Supplies	\$7,000.00		
	101-5521-415.7104	Tickets	\$2,000.00	\$3,500.00	(\$1,500.00)	101-5521-415.7208	Camera Equipment	\$7,300.00		
	101-5521-415.7224	Ammunition	\$30,000.00	\$40,000.00	(\$10,000.00)	101-5521-415.7221	Community Service Project	\$3,500.00		
	101-5521-415.7229	SWAT Equipment	\$5,000.00	\$8,000.00	(\$3,000.00)	101-5521-415.7233	Police Auxiliary Program	\$5,000.00		
	101-5521-415.7306	Building Repairs	\$0.00	\$2,000.00	(\$2,000.00)	101-5521-415.8308	Academy	\$6,500.00		
	101-5521-415.8306	Education	\$20,000.00	\$30,000.00	(\$10,000.00)					
	101-5521-415.8601	Repair and Maintenance	\$0.00	\$1,000.00	(\$1,000.00)					
	101-5521-425.8120	Humane Society	\$123,000.00	\$133,000.00	(\$10,000.00)	101-5521-425-8121	Animal Control	\$2,000.00		
						101-5521-414.8308	Academy	\$10,000.00		
								\$96,100.00		
Fire Grants	101-1199-411.3264	Fire Equipment Grant	\$0.00	\$13,000.00	(\$13,000.00)	101-1199-343.0704	Public Safety Grant - Revenue	\$10,000.00		Grant expenses offset by additional grant revenues and under spent line item
						101-1199-411.3262	Fire Extinguisher Grant	\$3,000.00		
								\$13,000.00		
Police Forfeiture	291-5521-415.8941	Police Forfeiture	\$0.00	\$7,900.00	(\$7,900.00)	291-0000-104.0000	Police Forfeiture - Cash	\$5,000.00	Purchase of exercise equipment offset by forfeiture cash reserves and forfeiture revenues.	
						291-0000-371.0200	Police Forfeitures Misc. Revenue	\$2,900.00		
								\$7,900.00		
Fire Retirement	293-4511-414.5302	Fire Retirement	\$578,010.00	\$637,010.00	(\$59,000.00)	293-0000-104.0000	Fire Retirement Cash	\$59,000.00	Over expenditure offset by cash reserves.	
								\$59,000.00		
TOTAL ADJUSTMENTS								\$364,200.00		
GEN FUND CASH USED BY P.S.S.								\$0.00		

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CITY OF CEDAR FALLS
BUDGET ADJUSTMENTS
FY2023 BUDGET
PUBLIC WORKS

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM					GENERAL FUND CASH USED	REASON FOR ADJUSTMENT
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2023 BUDGET	PROJECTED FY2023 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT	
Cemetery	101-6613-433.6101	Full-time Wages	\$190,720.00	\$193,720.00	(\$3,000.00)	101-6613-356.5100	Cemetery Lot Sales	\$7,650.00	Over expended line item covered by underspent line items and additional revenues.
	101-6613-433.6102	Part-time Wages	\$51,070.00	\$66,070.00	(\$15,000.00)	101-6613-433.6401	Health Ins. Prem.	\$8,500.00	
	101-6613-433.8103	Recording Fees	\$0.00	\$650.00	(\$650.00)	101-6613-433.6601	IPERS	\$1,050.00	
	101-6613-433.8201	Telephone	\$1,000.00	\$1,200.00	(\$200.00)	101-6613-433.7201	Operating Supplies	\$5,250.00	
	101-6613-433.8501	Utilities	\$9,500.00	\$13,000.00	(\$3,500.00)				
								\$22,350.00	
Public Buildings	101-6616-446.6101	Full-time Wages	\$100,480.00	\$103,480.00	(\$3,000.00)	101-6616-371.0400	Pub. Bldg. Revenues	\$3,000.00	Over expended offset by underspent line items and additional revenues.
	101-6616-446.6601	IPERS	\$9,550.00	\$10,000.00	(\$450.00)	101-6616-446.6401	Health Ins. Prem.	\$1,000.00	
	101-6616-446.7201	Pest Control	\$2,930.00	\$4,930.00	(\$2,000.00)	101-6616-446.7217	Uniforms	\$1,000.00	
	101-6616-446.7201	Operating Supplies	\$67,000.00	\$75,000.00	(\$8,000.00)	101-6616-446.7254	Building Supplies	\$3,000.00	
	101-6616-446.8602	Buildings & Grounds	\$308,020.00	\$340,000.00	(\$31,980.00)	101-6616-446.7305	Operating Equip.	\$3,560.00	
	101-6616-446.8630	Maintenance & Upkeep	\$6,000.00	\$7,200.00	(\$1,200.00)				
						101-6616-446.8201	Telephone	\$400.00	
						101-6616-446.8306	Education	\$600.00	
						101-6616-446.8670	Civil Defense Siren Repairs	\$3,000.00	
						101-6616-446-8501	Utilities	\$21,500.00	
						101-1199-441-8913	Contingency	\$9,570.00	
								\$46,630.00	
Golf Capital	296-6623-423.9201	Structures Improvements & Bldgs.	\$70,000.00	\$148,000.00	(\$78,000.00)	296-0000-104.0000	Golf Capital Cash Reserves	\$78,000.00	Unexpected building repair cost for the Golf Pro Shop and timing of Pheasant Ridge cart path project offset with cash reserves.
								\$78,000.00	
Engineering	101-6625-432.7260	Safety Supplies	\$1,800.00	\$2,300.00	(\$500.00)	101-6625-432.7108	Public Advertising	\$500.00	Over expended/unbudgeted line item, offset by underspent line item
	101-6625-432.8101	Professional Services	\$0.00	\$500.00	(\$500.00)	101-6625-432.7219	Printing	\$500.00	
	101-6625-432.8201	Telephone	\$9,000.00	\$9,700.00	(\$700.00)	101-6625-432.8305	Travel	\$700.00	
	101-6625-432.7216	Tools	\$1,000.00	\$1,500.00	(\$500.00)	101-6625-432.8625	Engineering & Architect Services	\$500.00	
Storm Water	555-6630-432.8304	Dues & Memberships	\$5,200.00	\$9,300.00	(\$4,100.00)	555-6630-432.8620	Storm Sewers	\$5,300.00	Over expended line item offset by underspent line item.
	555-6630-432.8501	Utilities	\$0.00	\$1,000.00	(\$1,000.00)	555-6630-432.8626	Arc Map Modeling	\$3,800.00	
	555-6630-432.8634	Billing & Collections	\$70,330.00	\$74,330.00	(\$4,000.00)				
	555-6630-432.9301	Structure Improv. & Bldgs.	\$1,230,000.00	\$1,980,000.00	(\$750,000.00)	555-0000-104.0000	Storm Water Cash Reserves	\$650,000.00	
						555-0000-350.0201	Storm Water Collection Revenue	\$100,000.00	
								\$759,100.00	
Parks	101-6633-423.8304	Dues & Memberships	\$700.00	\$1,000.00	(\$300.00)	101-6633-423.7201	Operating Supplies	\$5,560.00	Over expended line items offset by underspent line items
	101-6633-423.8306	Education	\$2,540.00	\$5,300.00	(\$2,760.00)				
	101-6633-423.8848	Big Woods Camp Ground H/M	\$0.00	\$2,500.00	(\$2,500.00)				
Street Construction - O&M	206-6637-436.6103	Overtime	\$20,450.00	\$40,000.00	(\$19,550.00)	206-6637-436.6101	Full-time Wages	\$5,000.00	Over expended line items offset by underspent line items.
	206-6637-436.7101	Office Supplies	\$530.00	\$1,000.00	(\$470.00)	206-6637-436.6102	Part-time Wages	\$5,000.00	
	206-6637-436.7217	Uniforms	\$3,590.00	\$6,000.00	(\$2,410.00)	206-6637-436.6401	FICA	\$4,550.00	
	206-6637-436.7299	Postage	\$0.00	\$100.00	(\$100.00)	206-6637-436.6501	IPERS	\$5,000.00	
	206-6637-436.7328	Sidewalks	\$1,450.00	\$2,850.00	(\$1,200.00)	206-6637-436.7106	Office Equipment	\$70.00	
						206-6637-436.7305	Operating Equipment	\$2,910.00	
	206-6637-436.8304	Dues & Memberships	\$530.00	\$630.00	(\$100.00)	206-6637-436.7306	Building Repair	\$1,000.00	
	206-6637-436.8306	Education	\$3,040.00	\$6,000.00	(\$2,960.00)	206-6637-436.8151	Post-Employ Physicals	\$2,000.00	
	206-6637-436.8501	Utilities	\$42,000.00	\$53,000.00	(\$11,000.00)	206-6637-436.8152	Drug Tests	\$3,000.00	
						206-6637-436.8170	Contract Services	\$5,000.00	
						206-6637-436.8601	Repair & Maint.	\$2,260.00	
						206-6637-436.8703	Equipment Rental	\$2,000.00	
	206-6637-436.9251	Seal Coat Program	\$0.00	\$150,000.00	(\$150,000.00)	206-6637-436.9201	Structure Improv. & Bldgs.	\$150,000.00	
	206-6637-436.9281	Permeable/Alley Reconstruction	\$0.00	\$539,250.00	(\$539,250.00)	206-6637-436.9201	Structure Improv. & Bldgs.	\$189,250.00	
	206-6637-436.9293	W 27th Street Improv.	\$0.00	\$3,000,000.00	(\$3,000,000.00)	206-6637-436.9201	Structure Improv. & Bldgs.	\$500,000.00	
					206-0000-104.0000	Street Const. Fund-Cash	\$1,355,850.00		
					206-0000-371.0100	Street Const. Misc. Revenues	\$1,129,000.00		
					206-0000-371.0100	Street Const. Misc. Revenues	\$191,000.00		
206-6637-436.9301	Equipment	\$440,000.00	\$515,850.00	(\$75,850.00)	206-0000-342.0400	Road Use Tax Revenues	\$200,000.00		
206-6637-436.9201	Structure Improv. & Bldgs.	\$2,756,750.00	\$3,691,750.00	(\$935,000.00)	206-6637-436.9201	Structure Improv. & Bldgs.	\$50,000.00		
					206-0000-104.0000	Street Const. Fund-Cash	\$935,000.00		
								\$4,737,890.00	

Street Construction - Traffic	206-6647-436.6101	Full-time Wages	\$154,030.00	\$156,230.00	(\$2,200.00)	206-6647-436.6102	Part-time Wages	\$2,200.00	Over expended line offset by underspent line items.
	206-6647-436.8304	Dues & Memberships	\$250.00	\$300.00	(\$50.00)	206-6647-436.8201	Telephone	\$50.00	
	206-6647-436.8501	Utilities	\$0.00	\$45,000.00	(\$45,000.00)	206-6647-436.8601	Repair & Maint	\$1,000.00	
						206-6647-436.8619	Traffic Signal Repair	\$1,000.00	
						206-6647-436.8671	Paint Traffic Poles	\$1,000.00	
						206-6647-436.8672	Contract Street Painting	\$2,000.00	
						206-6637-436.6101	Full-time Wages	\$35,000.00	
						206-6637-436.8151	Post-Employ Physicals	\$1,000.00	
						206-6637-436.8981	Cafeteria Plan	\$4,000.00	
								\$47,250.00	
Public Works Admin	551-6675-436.6101	Full-time Wages	\$289,830.00	\$291,930.00	(\$2,100.00)	551-0000-351.0201	E-waste Revenue	\$3,500.00	Over expended line offset by underspent line items and additional refuse revenue.
	551-6675-436.6102	Part-time Wages	\$28,020.00	\$32,020.00	(\$4,000.00)	551-6675-436.6403	Life Ins.	\$200.00	
	551-6675-436.6103	Overtime	\$0.00	\$100.00	(\$100.00)	551-6675-436.7101	Office Supplies	\$400.00	
	551-6675-436.6501	FICA	\$22,890.00	\$24,390.00	(\$1,500.00)	551-6675-436.7201	Operating Supplies	\$300.00	
	551-6675-436.6601	IPERS	\$30,010.00	\$30,210.00	(\$200.00)	551-6675-436.7201	Operating Supplies	\$200.00	
	551-6675-436.7219	Printing	\$500.00	\$700.00	(\$200.00)	551-6675-436.7211	Dues, Books, Magazines	\$500.00	
	551-6675-436.8306	Education	\$350.00	\$650.00	(\$300.00)	551-6675-436.7260	Safety Supplies	\$100.00	
						551-6675-436.7299	Postage	\$600.00	
						551-6675-436.8201	Telephone	\$1,500.00	
						551-6675-436.8601	Repair & Maint	\$500.00	
					551-6675-436.8609	Office Machine Maint.	\$600.00		
							\$8,400.00		
Refuse	551-6685-436.6103	Overtime	\$11,330.00	\$15,330.00	(\$4,000.00)	551-0000-351.0200	Transfer Station Rev.	\$14,000.00	Over spent line items offset by additional revenues and underspent line items.
	551-6685-436.7101	Office Equipment Supplies	\$590.00	\$1,090.00	(\$500.00)	551-0000-351.0201	E-waste Revenues	\$6,500.00	
	551-6685-436.7264	Automated Carts	\$49,850.00	\$80,900.00	(\$31,050.00)	551-0000-351.0202	Appliances Revenue	\$20,000.00	
	551-6685-436.7305	Operating Equipment	\$11,000.00	\$15,000.00	(\$4,000.00)	551-6685-436.6102	Part-time	\$4,000.00	
	551-6685-436.8305	Travel	\$760.00	\$900.00	(\$140.00)	551-6685-436.8151	Post employment Physicals	\$600.00	
	551-6685-436.8306	Education	\$1,000.00	\$1,100.00	(\$100.00)	551-6685-436.8152	Drug Testing	\$2,000.00	
	551-6685-436.8501	Utilities	\$48,000.00	\$52,500.00	(\$4,500.00)	551-6685-436.8702	Material Handling	\$2,490.00	
	551-6685-436.8609	Office Machine Maint	\$300.00	\$600.00	(\$300.00)	551-6685-436.8981	Café Plan	\$4,000.00	
	551-6685-436.8634	Billing & Collections	\$70,330.00	\$74,330.00	(\$4,000.00)				
	551-6685-436.8636	Transfer Station Maint	\$20,000.00	\$25,000.00	(\$5,000.00)				
							\$53,590.00		
Storm Water Bond	541-6630-432.9201	Storm Water Capital	\$0.00	\$15,000.00	(\$15,000.00)	541-0000-104.0000	Bond Fund Cash	\$15,000.00	Over expenditure will be offset by bond proceeds already sold.
								\$15,000.00	
Sewer Rental - Sewer	552-6655-436.7253	TV Equipment	\$14,000.00	\$21,500.00	(\$7,500.00)	552-0000-352.0200	Industrial User Fees Rev.	\$2,000.00	Over expended line offset by underspent line items and additional revenues
	552-6655-436.7299	Postage	\$200.00	\$1,000.00	(\$800.00)	552-6655-436.7106	Office Equip. Supplies	\$200.00	
	552-6655-436.7305	Operating Equipment	\$6,000.00	\$10,000.00	(\$4,000.00)	552-6655-436.7217	Uniforms	\$500.00	
	552-6655-436.7306	Building Repair	\$6,000.00	\$8,000.00	(\$2,000.00)	552-6655-436.7254	Building Supplies	\$800.00	
	552-6655-436.7313	Sanitary Sewers	\$25,000.00	\$30,000.00	(\$5,000.00)	552-6655-436.7256	Flood Control	\$1,500.00	
	552-6655-436.8601	Repair & Maintenance	\$3,000.00	\$9,000.00	(\$6,000.00)	552-6655-436.7260	Safety Supplies	\$1,000.00	
						552-6655-436.7319	Barricades & Flashers	\$1,000.00	
						552-6655-436.7327	Iowa One Call	\$500.00	
						552-6655-436.8201	Telephone	\$2,000.00	
						552-6655-436.8304	Dues & Memberships	\$500.00	
					552-6655-436.8306	Education	\$1,000.00		
					552-6655-436.8613	Sanitary Sewer Repair	\$6,300.00		
					552-6655-436.8618	San. Sewer Root Control	\$4,000.00		
					552-6655-436.8703	Equipment Rental	\$4,000.00		
					552-6655-436.9201	Structure Improv & Bldgs.	\$100,000.00		
					552-0000-104.0000	Sewer Cash Reserves	\$150,000.00		
							\$275,300.00		
Water Reclamation	552-6665-436.7205	Gas & Oil	\$2,000.00	\$4,000.00	(\$2,000.00)	552-0000-352.0100	Sewer Rental Collections Revenue	\$158,000.00	Over expended line items offset by underspent line items and additional sewer revenues.
	552-6665-436.7269	Polymer	\$25,000.00	\$41,500.00	(\$16,500.00)	552-6665-436.8151	Post Emp. Physicals	\$1,100.00	
	552-6665-436.7306	Building Repair	\$8,000.00	\$10,100.00	(\$2,100.00)	552-6665-436.8633	Sludge Removal	\$10,000.00	
	552-6665-436.7336	San. LS Supplies	\$30,000.00	\$40,000.00	(\$10,000.00)	552-6665-436.8981	Cafeteria Plan	\$4,000.00	
	552-6665-436.8201	Telephone	\$2,000.00	\$2,500.00	(\$500.00)				
	552-6665-436.8601	Repair & Maintenance	\$50,000.00	\$121,000.00	(\$71,000.00)				
	552-6665-436.8629	Lab & Testing	\$15,000.00	\$22,000.00	(\$7,000.00)				
	552-6665-436.8634	Billing & Collections	\$70,300.00	\$74,300.00	(\$4,000.00)				
	552-6665-436.8904	Sales Tax	\$95,000.00	\$110,000.00	(\$15,000.00)				
	552-6665-436.9301	Equipment	\$0.00	\$45,000.00	(\$45,000.00)				
							\$173,100.00		
							\$173,100.00		
								Purchase of generator offset by additional sewer revenues	

Vehicle Maintenance	685-6698-446.7205	Gas & Oil	\$513,000.00	\$623,000.00	(\$110,000.00)	685-0000-104.0000	Cash Reserves	\$92,220.00	Over expended line items offset by cash reserves, underspent line items and additional revenues
	685-6698-446.7216	Tools	\$6,350.00	\$7,500.00	(\$1,150.00)	685-0000-371.5100	Misc. Revenues	\$50,000.00	
	685-6698-446.8601	Repair & Maint	\$1,500.00	\$3,400.00	(\$1,900.00)	685-6698-446.6401	Health Ins. Premium	\$1,000.00	
	685-6698-446.8612	Towels	\$1,600.00	\$2,000.00	(\$400.00)	685-6698-446.6601	IPERS	\$2,000.00	
	685-6698-446.8707	Shop Equipment	\$2,500.00	\$3,000.00	(\$500.00)	685-6698-446.7106	Office Equip. Supplies	\$480.00	
	685-6698-446.9301	Equipment	\$459,000.00	\$509,000.00	(\$50,000.00)	685-6698-446.7201	Operating Supplies	\$1,150.00	
						685-6698-446.7217	Uniforms	\$560.00	
						685-6698-446.7254	Building Supplies	\$500.00	
						685-6698-446.8201	Telephone	\$500.00	
						685-6698-446.8304	Dues & Memberships	\$300.00	
						685-6698-446.8305	Travel	\$1,000.00	
						685-6698-446.8306	Education	\$500.00	
						685-6698-446.8609	Office Mach. Maint.	\$740.00	
						685-6698-446.8611	Vehicle Maint. Software	\$3,000.00	
						685-6698-446.8615	Tire repairs	\$10,000.00	
								\$163,950.00	
TOTAL ADJUSTMENTS								\$6,388,320.00	
GEN FUND CASH USED BY P.W.								\$0.00	



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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: May 15, 2023
SUBJECT: Right-of-Way Vacation Request – Hudson Road

REQUEST: Street Right-of-Way (ROW) Vacation for a portion of Hudson Road (VAC23-001)

PETITIONER: David A. Nicol

LOCATION: 1,728 sq. ft. of public right-of-way located on the west side of Hudson Road approximately 200 feet north of the intersection of Hudson Road and Ashworth Drive.

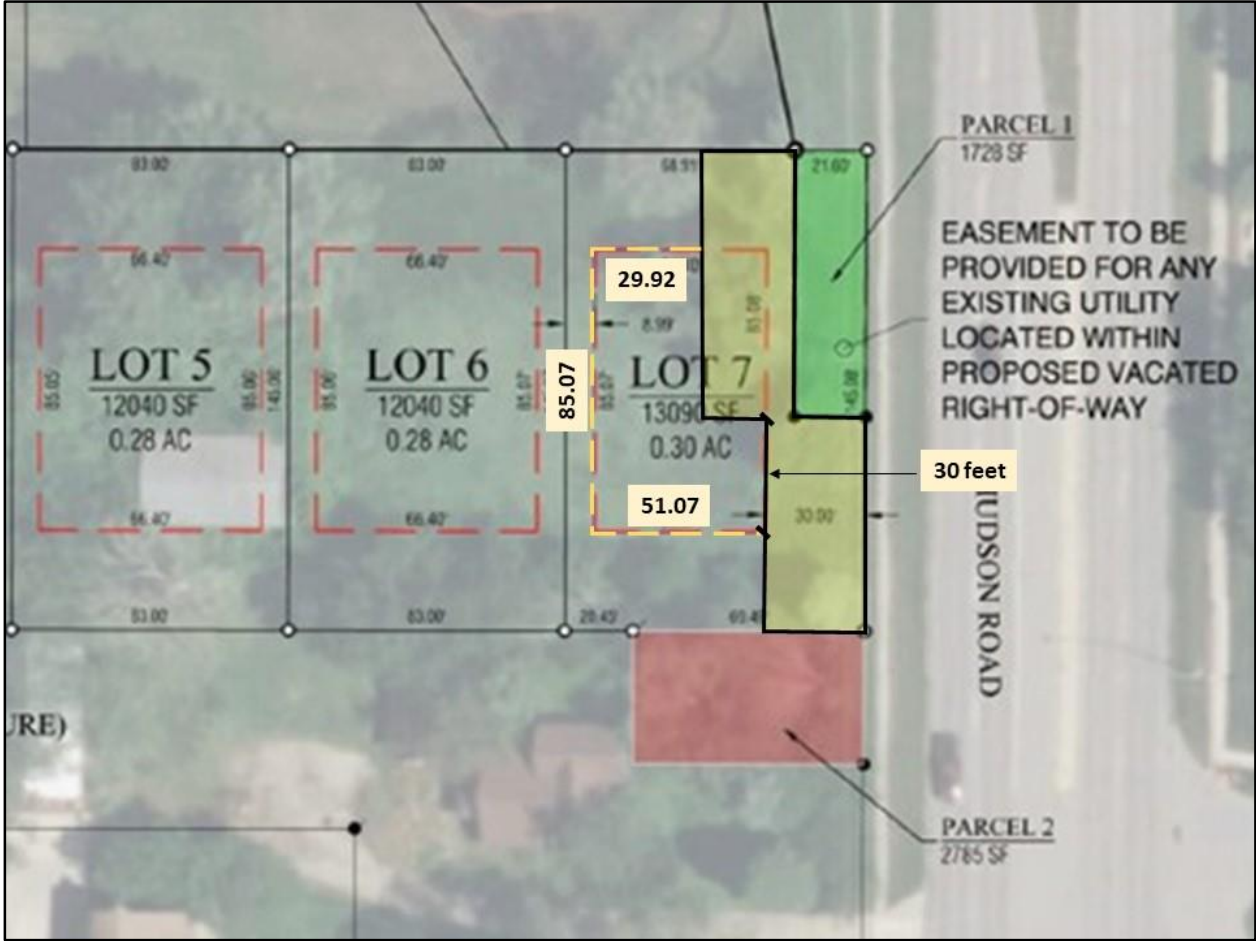
PROPOSAL

David A. Nicol has requested a vacation of 1,728 sq. ft. (parcel 1) of the public right-of-way located on the west side of Hudson Road approximately 200 feet north of the Ashworth Drive intersection (see attached ROW exhibit). As you are aware, Mr. Nicol is in the process of rezoning the property adjacent to Hudson Road and Ashworth Drive, extended, to R-1, Residence District. If the rezoning is approved, he intends to submit a preliminary and final plat for the property. The proposed vacation will allow for a more typical rectangular home lot along the eastern edge of the property. In addition, the City would like to obtain an additional 2785 sq. ft. (parcel 2) of right-of-way for the construction of the Ashworth Drive extension. Mr. Nicol will provide the additional right-of-way at the time of final platting of his subdivision.

BACKGROUND

In 1988, the right-of-way along the west side of Hudson Road was conveyed to the City as part of the plans to expand Hudson Road to four lanes. In 2022, the City purchased a 0.89 acre portion of the property, including the former residential structure, to build an extension of Ashworth Drive from Hudson Road to Ashworth Drive in Prairie Winds 4th Addition. Mr.

Nicol has provided a concept layout for the subdivision of the property into seven (7) lots. Mr. Nicol is proposing to plat lots similar in width and area to the adjoining lots in Prairie Winds 4th Addition. The proposed Lot 7 (see lot exhibit with lot layout proposal) is a corner lot and is required by Section 26-127 to have a street side yard of 30 feet as measured from the right-of-way line along Hudson Road. Because of the irregular shape of the right-of-way on Hudson Road in this location, the placement of a dwelling on Lot 7 would be difficult. As shown in the illustration below, because of the required 30' setback from Hudson Road, the buildable area of this lot is quite small, despite the fact that it is larger in area than the other lots.



ANALYSIS

In considering a right-of-way vacation, City staff analyzes several factors:

1. Is the right-of-way needed for public use?
As shown in the image above, there is a public sidewalk located along both sides of Hudson Road that provides for pedestrian and bicycle movement along the corridor. If vacated, the sidewalk along the west side of Hudson Road will still be greater than

5 feet from the proposed lot line of the parcel. The area to be vacated is not needed for traffic, pedestrian, or bicycle movement.

2. Is the right-of-way needed for access to private property?

Vacating this portion of the right-of-way will not impact any future anticipated access to Hudson Road. Access to any new lots proposed in this area will be from Ashworth Drive, extended. No additional driveways will be allowed to Hudson Road, which is a limited access arterial street. in this area.

3. Are there any utilities within the right-of-way that will need to be retained?

CFU has a 20" water main that runs in part of that proposed vacation area. CFU is accepting of the vacation, provided a utility easement is established on the proposed vacation parcel. If the vacation is approved and land conveyed to the Nicols, an easement must be established to protect these utilities. Mr. Nicol has a request to rezone the adjacent property to R-1 and if granted, Mr. Nicol will be following up with a Preliminary and Final Plat. If the City Council approves the vacation and Mr. Nicol purchases the vacated right-of-way, it will be incorporated into the plat and an easement will be established for the water line.

TECHNICAL COMMENTS

The City's Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation, provided an easement is established to protect the public utilities along the street corridor as noted in the staff report.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the proposed right-of-way vacation, subject to the following conditions:

An appropriately sized easement satisfying CFU is established along Hudson Road in the area subject to the vacation.

PLANNING & ZONING COMMISSION

Discussion
4/12/2023

Chair Lynch introduced the item and Mr. Weintraut provided background information. He explained that there is a request by the owner, Mr. Nicol, to vacate a portion of right-of-way on Hudson Road. In 2022 the City purchased a portion of Nicol's property for a new street. Mr. Nicol is in the process of rezoning the property to R-1 and has provided a concept layout for a subdivision. If the vacation of the right-of-way is approved, the area will become part of Lot 7, which would make it less difficult to place a house on the lot. As part of the vacation, the City would like to work with Mr. Nicol and obtain a portion of the proposed Lot 7 to help widen the right-of-way, making it easier to install infrastructure and construct an extension of Ashworth Lane. There could be considered of a trade when the subdivision takes place. There is a sidewalk on the west side of Hudson Road that provides pedestrian and bicycle movement. If vacated, the sidewalk will still be on public right-of-way and located at least five feet from the property. The vacation of public right-of-way will not affect access to private

property as the new street construction has provided access. Staff recommends approval of the request to vacate the right-of-way with the condition that an appropriately sized easement is established along Hudson Road in the area subject to the vacation.

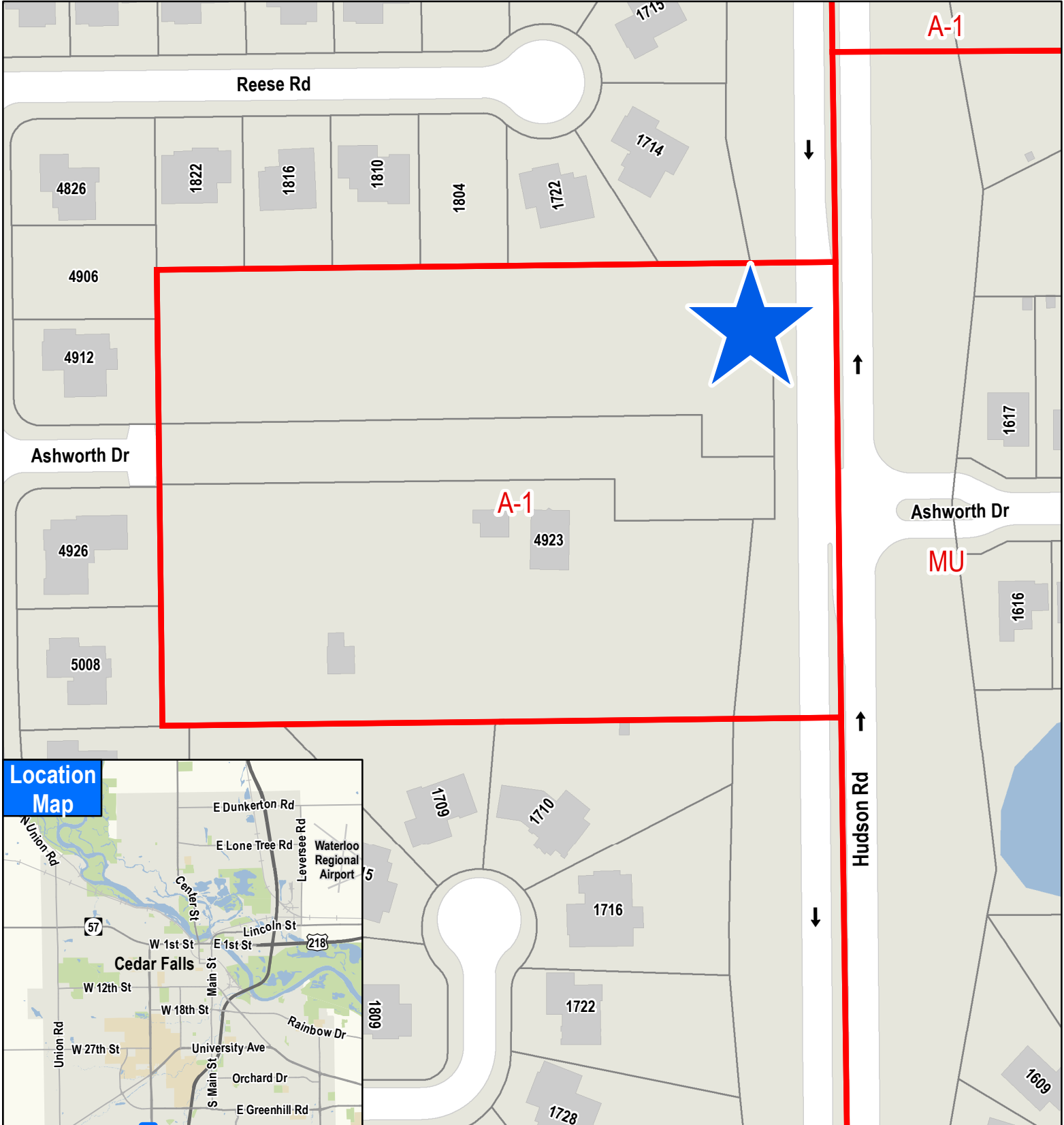
Ms. Crisman made a motion to approve the item. Ms. Grybovych seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Leeper, Lynch and Moser), and 0 nays.

Attachments: Location Map
Right of Way Vacation Exhibit

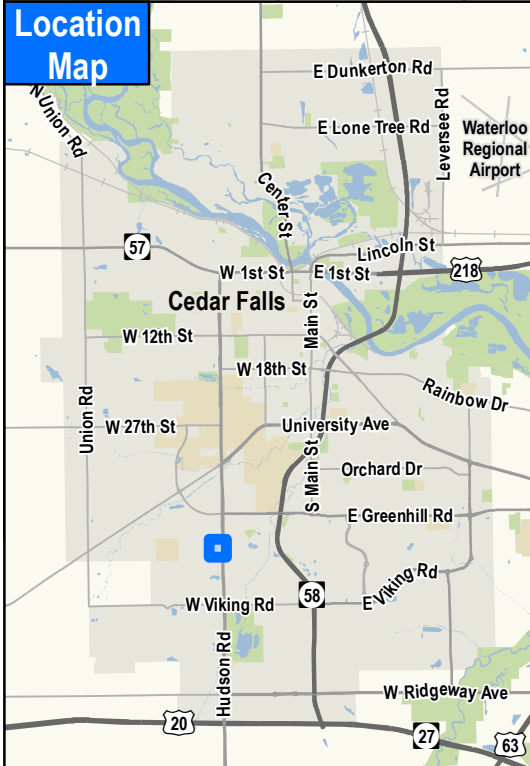
Cedar Falls Planning and Zoning Commission

April 12, 2023

Item 3.



Location Map



Nicol Right-of-Way Vacation (VAC23-001) Hudson Road

Area to be
Vacated
1728 Sq. Ft.



Hudson Road

Ashworth Dr

4923

1617

Hudson Road Right-of-Way Vacation

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING HUDSON ROAD, 200 FEET NORTH OF THE INTERSECTION OF HUDSON ROAD AND ASHWORTH DRIVE, IN THE CITY OF CEDAR FALLS, IOWA (VAC23-001)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 1,728 square feet of public right-of-way located along the western edge of Hudson Road; and

WHEREAS, the Commission has determined that there is an excess amount of land in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, retaining perpetual easements for utilities, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

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

SECTION 1. A portion of the public right-of-way located along the western edge of Hudson Road north of the intersection with Ashworth Lane, hereinafter described, is hereby vacated:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION NO. 26, TOWNSHIP NO. 89, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF PRAIRIE WINDS 4TH ADDITION, ALSO BEING THE WEST RIGHT OF WAY OF HUDSON ROAD, THENCE S89°52'43"E 21.60'; THENCE S00°19'59"W 80.31'; THENCE N89°55'21" 21.42' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD; THENCE N00°12'25"E 80.33' ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen MMC, City Clerk


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: May 15, 2023

SUBJECT: 2023 Alley Reconstruction Project
 City Project Number: RC-000-3298
 Public Hearing

This project involves the reconstruction of three (3) alleys, two (2) of which are concrete and one (1) of which is a permeable alley. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb and gutter; subdrain installation; placement of storage and filter aggregate; installation of permeable interlocking clay brick pavers, seeding, and concrete, asphalt, or gravel driveway replacement.

The total estimated cost for the construction of this project is \$256,640.00. The project will be funded by the Storm Water Fund and Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Alley Reconstruction Project.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

**2023 ALLEY RECONSTRUCTION PROJECT
CITY PROJECT NO. RC - 000 - 3298
FINAL ESTIMATE OF COSTS
AND QUANTITIES
APRIL 20, 2023**

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	12TH & 13TH - WALNUT & IOWA		13TH & 14TH - FRANKLIN & CLAY		2ND & 3RD - MAIN & STATE		
							UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	
1	4040-108-D-0	SUMP PUMP AND ROOF DRAIN TAP	EACH	\$900.00	5	\$4,500.00	0	\$0.00	0	\$0.00	5	\$4,500.00	
2	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$50.00	45	\$2,250.00	26	\$1,300.00	19	\$950.00	0	\$0.00	
3	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$17.00	333	\$5,661.00	171	\$2,907.00	79	\$1,343.00	83	\$1,411.00	
4	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	\$20.00	1266	\$25,320.00	290	\$5,800.00	476	\$9,520.00	500	\$10,000.00	
5	4020-108-A-1	STORM SEWER, TRENCHED, 15" NON-PERF, HDPE	L.F.	\$90.00	271	\$24,390.00	0	\$0.00	0	\$0.00	271	\$24,390.00	
6	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	\$500.00	2	\$1,000.00	0	\$0.00	0	\$0.00	2	\$1,000.00	
7	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	\$15.00	271	\$4,065.00	0	\$0.00	0	\$0.00	271	\$4,065.00	
8	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	\$15.00	298	\$4,470.00	298	\$4,470.00	0	\$0.00	0	\$0.00	
9	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	\$600.00	2	\$1,200.00	2	\$1,200.00	0	\$0.00	0	\$0.00	
10	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	\$200.00	1	\$200.00	1	\$200.00	0	\$0.00	0	\$0.00	
11	6010-108-B-0	INTAKE, SINGLE FLAT	EACH	\$6,000.00	2	\$12,000.00	0	\$0.00	0	\$0.00	2	\$12,000.00	
12	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$800.00	2	\$1,600.00	0	\$0.00	0	\$0.00	2	\$1,600.00	
13	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	S.Y.	\$65.00	1157	\$75,205.00	300	\$19,500.00	357	\$23,205.00	500	\$32,500.00	
14	7010-108-E-0	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	\$65.00	40	\$2,600.00	40	\$2,600.00	0	\$0.00	0	\$0.00	
15	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	\$10.00	41	\$410.00	41	\$410.00	0	\$0.00	0	\$0.00	
16	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$10.00	8	\$80.00	8	\$80.00	0	\$0.00	0	\$0.00	
18	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	\$100.00	108	\$10,800.00	53	\$5,300.00	55	\$5,500.00	0	\$0.00	
19	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	S.Y.	\$15.00	15	\$217.50	11	\$157.50	4	\$60.00	0	\$0.00	
20	7040-108-A-0	PATCH, 7"P.C.C., FULL DEPTH, "M" MIX	S.Y.	\$300.00	37	\$11,100.00	37	\$11,100.00	0	\$0.00	0	\$0.00	
21	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	\$250.00	6	\$1,500.00	6	\$1,500.00	0	\$0.00	0	\$0.00	
22	7040-108-H-0	PAVEMENT REMOVAL	S.Y.	\$12.00	545	\$6,540.00	45	\$540.00	0	\$0.00	500	\$6,000.00	
23	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$10.00	40	\$400.00	40	\$400.00	0	\$0.00	0	\$0.00	
24	7080-10-8-B-0	ENGINEERING FABRIC	S.Y.	\$4.00	234	\$936.00	234	\$936.00	0	\$0.00	0	\$0.00	
25	7080-108-D-0	STORAGE AGGREGATE	S.Y.	\$15.00	234	\$3,510.00	234	\$3,510.00	0	\$0.00	0	\$0.00	
26	7080-108-E-0	FILTER AGGREGATE	S.Y.	\$10.00	234	\$2,340.00	234	\$2,340.00	0	\$0.00	0	\$0.00	
27	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.Y.	\$14.00	67	\$938.00	67	\$938.00	0	\$0.00	0	\$0.00	
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$7,500.00	1	\$7,500.00	1	\$7,500.00	0	\$0.00	0	\$0.00	
29	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$1.50	2365	\$3,547.50	1,365	\$2,047.50	1,000	\$1,500.00	0	\$0.00	
30	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$10.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	0	\$0.00	
31	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$10.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	0	\$0.00	
32	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$375.00	4	\$1,500.00	0	\$0.00	0	\$0.00	4	\$1,500.00	
33	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$90.00	4	\$360.00	0	\$0.00	0	\$0.00	4	\$360.00	
34	11020-108-A-0	MOBILIZATION	L.S.	\$35,000.00	1	\$35,000.00	1	\$35,000.00	0	\$0.00	0	\$0.00	
35	11050-108-A-0	CONCRETE WASHOUT	LS	\$3,500.00	1	\$3,500.00	1	\$3,500.00	0	\$0.00	0	\$0.00	
						TOTAL PROJECT ESTIMATE	\$256,640.00	TOTAL=	\$115,236.00	TOTAL=	\$42,078.00	TOTAL=	\$99,326.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: May 8, 2023

SUBJECT: 2023 Seal Coat
City Project Number: SC-000-3311
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Seal Coat Project.

This project involves seal coating five (5) street sections, two (2) single lane drives for lift stations, multiple single lane drives within three (3) cemeteries, and one parking lot; for a total covering of 43,870 S.Y. of seal coat. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$230,923.00. The project will be funded by Local Sales Tax and the Street Construction Fund.

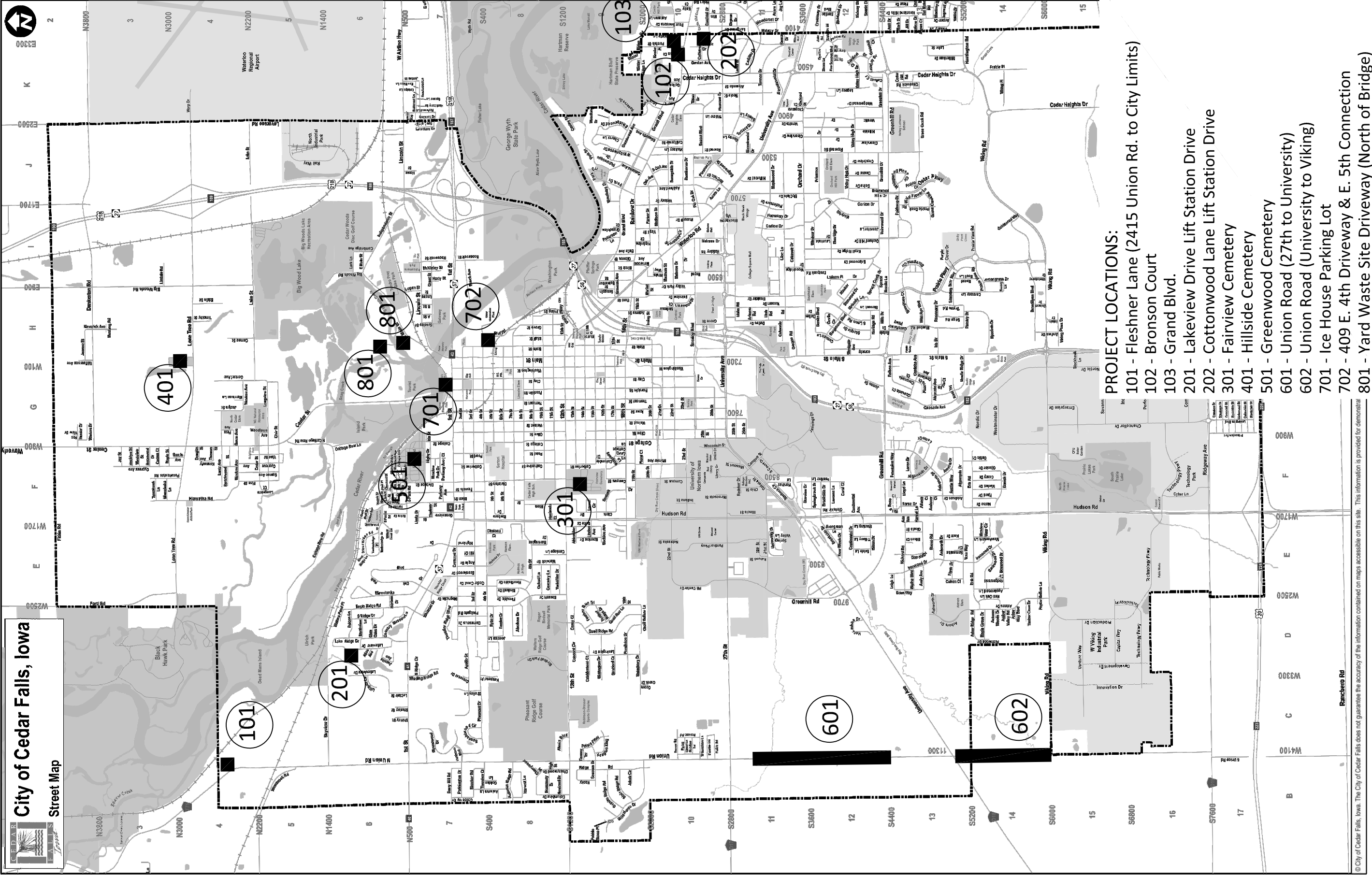
The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Seal Coat Project.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works

2023 Seal Coat Project

Project No. SC-000-3311
 Engineer's Cost Estimate
 City of Cedar Falls
 4/24/2023

Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	28,260.00	\$ 0.50	\$ 14,130.00
2	Seal Coat	S.Y.	43,870.00	\$ 4.00	\$ 175,480.00
3	Pavement Markings, Painted	STA.	1.2	\$ 100.00	\$ 120.00
4	Pavement Markings, Handicapped Symbols	EA.	2	\$ 100.00	\$ 200.00
5	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00
6	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
10 % Contingency:					\$ 20,993.00
Total:					\$ 230,923.00



- PROJECT LOCATIONS:**
- 101 - Flesher Lane (2415 Union Rd. to City Limits)
 - 102 - Bronson Court
 - 103 - Grand Blvd.
 - 201 - Lakeview Drive Lift Station Drive
 - 202 - Cottonwood Lane Lift Station Drive
 - 301 - Fairview Cemetery
 - 401 - Hillside Cemetery
 - 501 - Greenwood Cemetery
 - 601 - Union Road (27th to University)
 - 602 - Union Road (University to Viking)
 - 701 - Ice House Parking Lot
 - 702 - 409 E. 4th Driveway & E. 5th Connection
 - 801 - Yard Waste Site Driveway (North of Bridge)
 - 802 - Yard Waste Site Driveway (South of Bridge)

City of Cedar Falls, Iowa
Street Map

© City of Cedar Falls, Iowa. The City of Cedar Falls does not guarantee the accuracy of the information contained on maps accessible on this site. This information is provided for demonstral

SHEET NO.	A.02			
TOTAL SHEETS	11			
	NO.	DATE	REVISION	INIT.

Seal Coat-2023 Project

Overall Project Locations



DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3311
DRAWN BY:	BMC
CHECKED BY:	MBT

SHEET NO.	A.02
TOTAL SHEETS	11

DEPARTMENT OF COMMUNITY DEVELOPMENT



City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM *Planning & Community Services Division*

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: April 17, 2023
SUBJECT: Zoning Code Text Amendment – Signs for Civic/Institutional Uses in Downtown Character District (TA23-001)

Background

The City received an inquiry from St. Patrick Catholic Church about replacing an existing monument sign that has an electronic message center (EMC) at their school located in the Downtown Character District. St. Patrick Church and School are located in the Urban General and Urban General 2 frontage areas within the Downtown Character District. Properties designated as Urban General and Storefront frontages are subject to the sign standards in Section 26-194.L, Signage [in the Downtown Character District]. New free-standing signs are not allowed in the Urban General and Storefront and EMCs are restricted to marquee signs, as defined in the code.

The intent of the Urban General and Storefront frontages is to encourage buildings to be built close to the street so that street frontages are lined with buildings to support a pedestrian-friendly, main-street mixed-use district. A transition to pedestrian-scaled storefront signage is anticipated as infill occurs. To that end, there is an incentive in the code to encourage replacement of existing freestanding signs with other allowed types of building signage, such as wall signs and projecting signs. That being said, there are a number of civic and institutional uses in the Urban General frontage areas, including St. Patrick Church and School, the First Methodist Church, the First Presbyterian Church, and Lincoln Elementary School. Similar to other churches and schools, these properties have larger open spaces on their properties for playgrounds, gathering spaces, and parking lots and often have monument signs with an EMC. While civic and institutional buildings are exempt from certain standards in the new Character District Code, there is no specific exemption or alternative signage allowance for civic uses in these areas.

Analysis

The intent of the Downtown Character District Code is to facilitate development that is consistent with the adopted Downtown Vision Plan. One of the major objectives of the Vision

Plan is to encourage future development that helps preserve the character of the Downtown area. Churches and schools and other institutional uses are important to the character and livability of the downtown neighborhoods. Since they operate differently than commercial or residential uses, it makes sense to have different rules that apply, provided any changes are also sensitive to and complementary to other uses intended for the area.

All the institutions mentioned above are located between the Downtown core and the Neighborhood Frontage Districts. Properties located in the Neighborhood Frontages are allowed signage according to the sign standards in the R-1 Zoning District, since these areas are intended to maintain the residential character of the existing neighborhoods that surround downtown. In the R-1 Zoning District, permitted uses other than single family homes and duplexes, such as schools and churches, are allowed monument signs not to exceed 30 square feet in area and 5 feet in height. EMCs are also allowed. Given that many institutional uses will continue to have open space on their properties where monument signs could be located and many of the institutional uses both in this area and in surrounding neighborhoods have electronic messaging centers, staff finds that it would be reasonable to amend the code to allow them in a similar manner as allowed in the Neighborhood Frontage Districts.

Discussion of Solutions

In order to allow new monument signs and EMCs for civic and institutional uses in the Urban General and Storefront frontages in the Downtown Character District, the zoning code must be amended. Staff recommends that the following change be considered:

- *Amend paragraph 26-194L.2, as follows:*

2. Applicability

The standards in this section apply to any sign that is CLEARLY VISIBLE FROM THE STREET-SPACE in the frontages designated as Urban General or Storefront, except for signs for Civic and Institutional Uses, as defined in this Chapter. Signs for Civic and Institutional Uses located in a Character District and signs in the Neighborhood Frontages are regulated according to the sign standards for the R-1 zoning district.

RECOMMENDATION:

At their meeting on March 22, 2023, on a vote of 6-0, the Planning and Zoning Commission recommended approval of the zoning code text amendment.

Minutes from the Planning and Zoning Commission meetings are attached below.

PLANNING & ZONING COMMISSION MINUTES

Discussion 2/8/2023

The next item for consideration by the Commission was a zoning text amendment to modify sign allowance for Civic and Institutional Uses in the Downtown Character District. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that St. Patrick's School has asked to replace the existing monument sign. She stated that new freestanding signs are not allowed in the Urban General and Storefront frontages. Institutional and civic uses are different than other uses, so may need to be looked at a little differently when it comes to signage. She noted that in the Neighborhood frontages of the Downtown Character District, institutional uses are allowed signage similar to what is allowed in the R-1 Zone. Staff wants to discuss a solution that would allow signage for institutional uses in all frontage districts of the Downtown Character District according to the standards in the R-1 District. The result would be that all institutional and civic uses in the Downtown Character District would be treated the same with regard to signage allowances. Staff recommends gathering comments from the Planning and Zoning Commission and the public and set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Mr. Larson made a motion to set the public hearing date for 3/22/23. Ms. Grybovych seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Discussion 3/22/2023

The next item for consideration by the Commission was a Zoning Text Amendment modifying the sign allowance for Civic and Institutional Uses in the Downtown Character District. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that there had been a request from St. Patrick's School to replace their freestanding monument sign but current sign allowances for the Downtown Character District would not allow for the requested sign because the school is located in the Urban General Frontage District. She noted that Institutional and civic uses are different than other uses, so may need to be looked at a little differently when it comes to signage. She noted that in the Neighborhood frontages of the Downtown Character District, institutional uses are allowed signage similar to what is allowed in the R-1 Zone, where monument signs with electronic message centers are allowed. Staff recommends amending the code to allow signage for institutional and civic uses in all frontage districts of the Downtown Character District according to the standards in the R-1 District. The result would be that all institutional and civic uses in the Downtown Character District would be treated the same with regard to signage allowances.

Ms. Grybovych made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Larson, Leeper, Lynch and Moser), and 0 nays.

ORDINANCE NO. 3027

AN ORDINANCE AMENDING SUBSECTION 26-194L. ARCHITECTURAL STANDARDS: SIGNAGE, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO CHANGE HOW SIGNAGE IS REGULATED FOR CIVIC AND INSTITUTIONAL USES IN A CHARACTER DISTRICT.

WHEREAS, Subsection 26-194L of the Cedar Falls Code of Ordinances, sets forth the rules and regulations for signage in a Character District and applies to properties located in the Urban General and Storefront Frontage areas of the Downtown Character District; and

WHEREAS, churches, schools, and other civic and institutional uses are important to the character and livability of downtown neighborhoods, but size, operations, and site features for these uses are generally different from other uses in the mixed-use core of downtown, having generally larger open spaces for playgrounds, gathering spaces, and parking lots; and

WHEREAS, rules for signage in the Urban General and Storefront Frontages of the Downtown Character District are intended to support main-street, mixed-use and storefront development, yet civic and institutional uses located along these frontages are more similar in character to institutional uses in the neighborhood frontage areas and thus it makes sense to regulate signage for said uses in a similar fashion as civic and institutional uses located in neighborhood frontages; and

WHEREAS, signage for civic and institutional uses located in neighborhood frontage areas are regulated according to the same rules that apply in the R-1 Residence District; and

WHEREAS, the Cedar Falls Planning and Zoning Commission on a vote of 6-0 recommended approval of (TA23-001), an amendment to the zoning code to allow signage for civic and institutional uses located in the Downtown Character District according to the same rules as apply in the Neighborhood Frontages;

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

Section 1: Subsection 26-194L., Architectural Standards: Signage, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended, deleting paragraph 2, Applicability, and in lieu thereof replacing it with the following paragraph:

2. Applicability.

The standards in this section apply to any sign that is CLEARLY VISIBLE FROM THE STREET-SPACE in the frontages designated as Urban General or Storefront, except for signs for Civic and Institutional Uses, as defined in this Chapter. Signs for Civic and Institutional Uses located

in a Character District and signs in the Neighborhood Frontages are regulated according to the sign standards for the R-1 zoning district.

INTRODUCED: _____ April 17, 2023 _____

PASSED 1ST CONSIDERATION: _____ April 17, 2023 _____

PASSED 2ND CONSIDERATION: _____ May 1, 2023 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Planning & Zoning Commission
FROM: Thom Weintraut, AICP, Planner III
DATE: April 17, 2023
SUBJECT: Rezoning Request, formerly 4919 Hudson Road (RZ20-007)

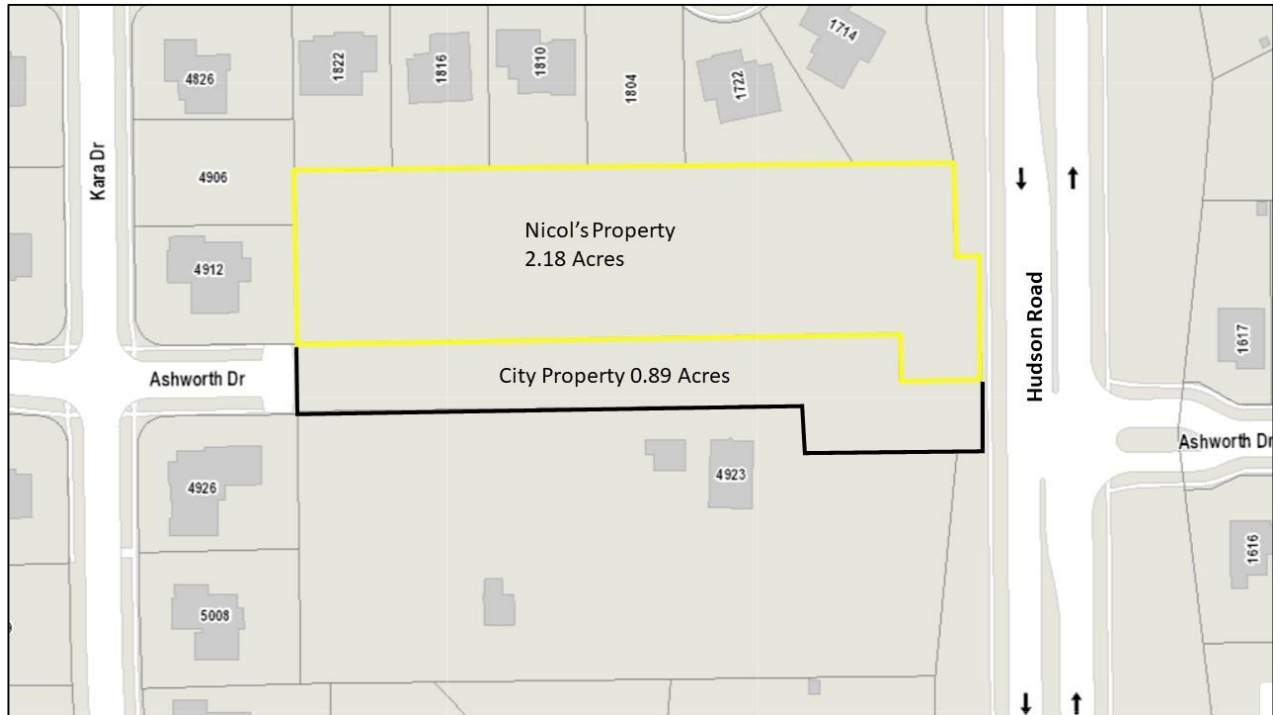
REQUEST: Rezone property from A-1 Agriculture District to R-1: Residence District.
PETITIONER: David Nicol; **OWNER(S):** David and Tamara Nicol, The City of Cedar Falls
LOCATION: Formerly 4919 Hudson Road

PROPOSAL

The proposal is to rezone a 2.18-acre (94,960.8 SF) parcel owned by David Nichol and a 0.89-acre (38,596 SF) parcel owned by the City located at on the west side of Hudson Road across from the intersection of Hudson Road and Ashworth Drive from A-1 Agriculture District to R-1 Residence District.

BACKGROUND

The properties were part of a 3.07-acre farmstead that contained a house built in 1918. In April 2022, the City purchased the south 0.89-acre portion of the Nicol's property containing the house to connect Ashworth Drive in Prairie Winds 4th Addition eastward to Hudson Road. Ashworth Drive is a critical street connection in this area of the city, providing an east-west street connection from Greenhill Road through Greenhill Village to Hudson Road and from Hudson Road through the Prairie Winds Subdivision to Arbors Drive next to Aldrich Elementary School and will extend further to west as the city expands in the future. Mr. Nicol would like to rezone the property from A-1 Agriculture to the R-1 Residence District to allow the subdivision of the property into residential lots similar in size to those on the north and west sides of the parcel. Since the new street (City property) is intended for the extension of Ashworth Drive, a residential street, the right-of-way for this future street should also be rezoned to R-1 (see location on next page). The properties adjacent to the north and west side of this parcel are zoned R-1 and the parcel to the south is zoned A-1 and contains a former barn converted to a residential structure.



ANALYSIS

CURRENT ZONING

The purpose of the A-1 Agriculture District is to act as a “holding zone” in areas of the city that are undeveloped and not served by essential municipal services. These properties along with the property to the south are surrounded by residential uses and therefore, the current agriculture zoning is not consistent with the surrounding area.

The request is to change the zoning on two parcels totaling 3.05 acres of land located along the west side of Hudson Road across from the intersection of Ashworth Drive. The property is currently not developed, but it had been the location of a residential structure which was located on the portion of the property purchased by the City for the extension of Ashworth Drive.

PROPOSED ZONING

The R-1 Residence District Zone will allow for one and two-unit dwellings, public and parochial schools, private noncommercial recreation areas by right and houses of worship with a Planning and Zoning recommendation to City Council. The site is surrounded by residential uses and therefore the zoning change will be compatible with the surrounding area and will allow for a higher and better use of the property in an area where there are existing support services available.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these two parcels as low density residential with typical densities of 1 to 4 units per acre. The requested R-1 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The property fronts on Hudson Road on the east and has a stub connection on the west to Ashworth Drive. The City purchased a portion of the parcel along the south side of the property with the intent of constructing Ashworth Drive between Hudson Road to the east and Kara Drive to the west. Upon completion of the connection the property will have adequate access to the street network.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, has no concerns with the proposed rezoning request.

STAFF RECOMMENDATION

Gather any comments from the Planning and Zoning Commission and public, then continue the discussion on this rezoning request and set the date for public hearing for the next Planning and Zoning Commission meeting on March 8, 2023.

PLANNING & ZONING COMMISSION

Introduction 3/8/2023 Chair Lynch introduced the item and Mr. Weintraut provided background information. The proposal is to rezone the property to allow for residential development. He explained that staff recommends gathering comments from the Planning and Zoning Commission and the public and set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Adam Daters, CGA Engineers introduced himself as the representative for the petitioner and made himself available for questions.

Mr. Leeper made a motion to set a public hearing for the next meeting. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Discussion & Vote 3/22/2023 Chair Lynch introduced the item and Mr. Larson recused himself from the item. Mr. Weintraut provided background information, explaining that the property is located on Hudson Road west of Cypress Avenue and north of Tomahawk Lane. The petitioner would like to rezone the property to allow for two-unit dwelling units and parochial schools. He discussed how the petition fits in to the Future Land Use and Comprehensive Plan and noted that staff recommends approval of the rezoning.

Ms. Grybovych asked about an email that was shared regarding roads not being extended and who would be responsible for development of the roads. Mr. Weintraut explained that the City is providing the road as it is a priority to make the needed connection.

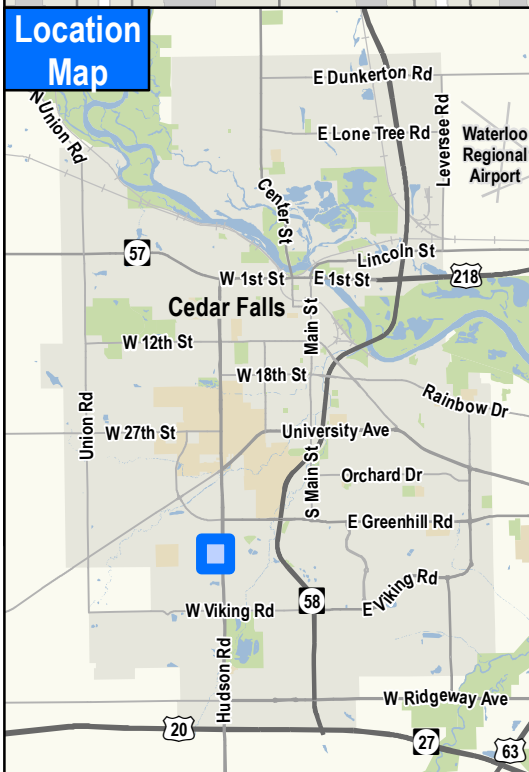
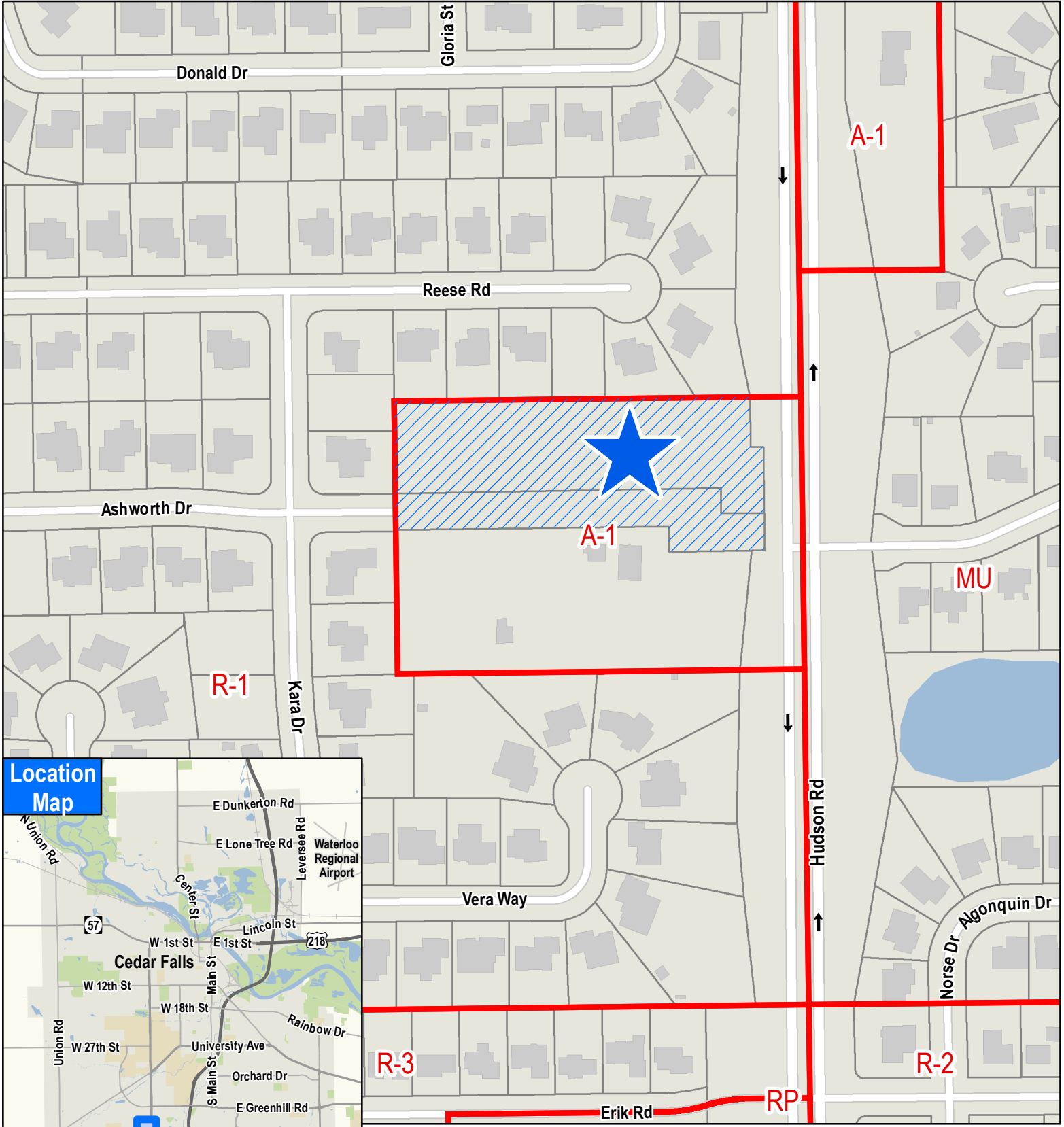
Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Leeper, Lynch and Moser), 1 abstention (Larson) and 0 nays.

Attachments: Location Map
Rezoning request letter
Nicol Legal Description
Nicol Rezoning Exhibit Plat
City Legal Description
City Rezoning Exhibit

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 7.

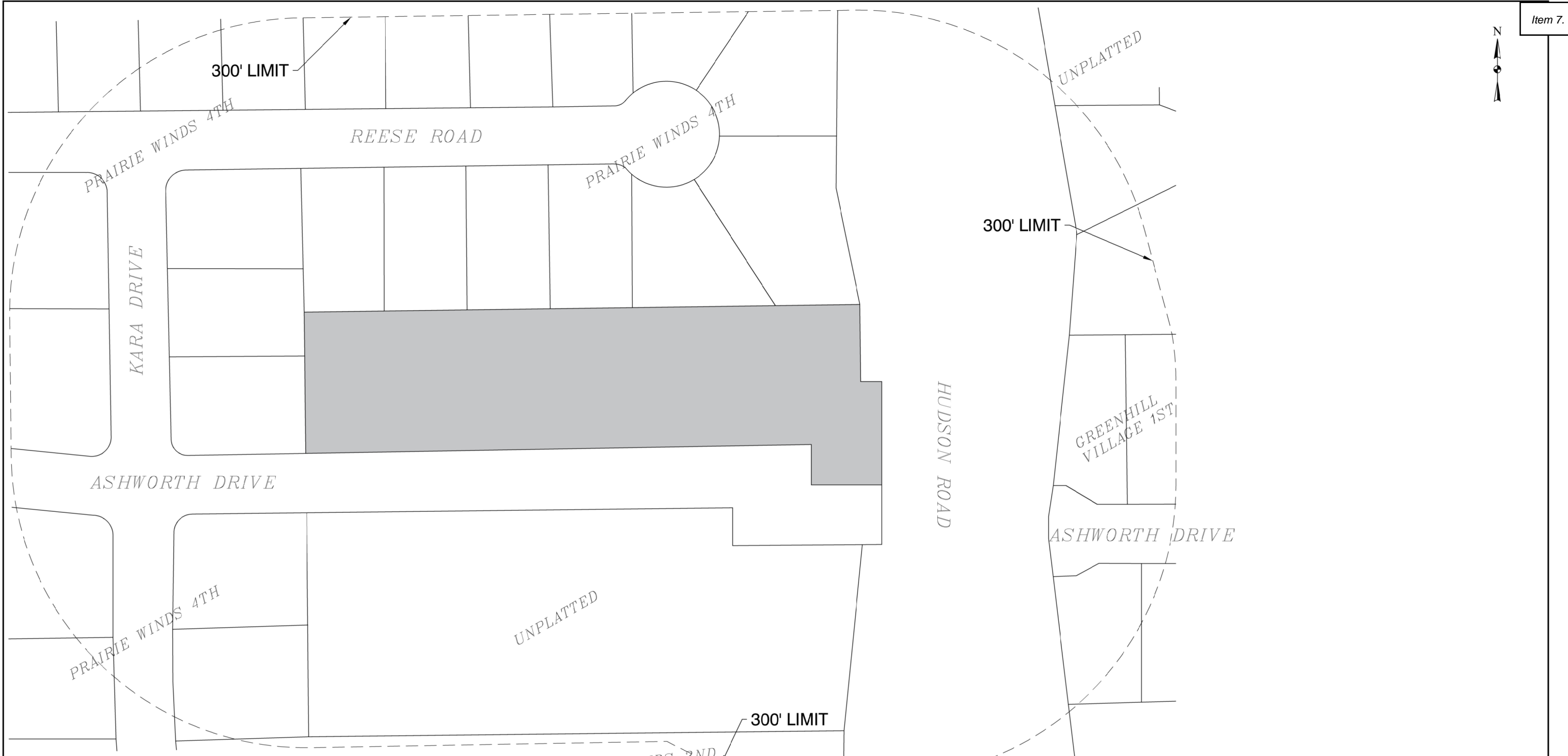


Rezoning from A-1 to R-1
Formerly 4919 Hudson Rd.
(RZ23-001)

Legal for Rezoning

A part of the South $\frac{1}{2}$ of the Northwest Quarter of Section No. 26, Township No. 89, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows:

Beginning at a point on the East Line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter: thence West right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the east line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning. EXCEPT those parts conveyed for road purposes in Land Deed Book 91 Page 491, Land Deed Book 553 Page 528, and Parcel C as described in File No. 2022-00025092 in the Office of Recorder, in Black Hawk County, Iowa.



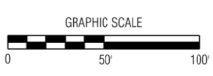
LEGAL DESCRIPTION:

A PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION NO. 26, TOWNSHIP NO. 89, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER 725.2 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER; THENCE WEST RIGHT ANGLES A DISTANCE OF 215 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 40 FEET; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 435 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 205 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 650 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH A DISTANCE OF 245 FEET TO THE POINT OF BEGINNING. EXCEPT THOSE PARTS CONVEYED FOR ROAD PURPOSES IN LAND DEED BOOK 91 PAGE 491, LAND DEED BOOK 553 PAGE 528, AND PARCEL C AS DESCRIBED IN FILE NO. 2022-00025092 IN THE OFFICE OF RECORDER, IN BLACK HAWK COUNTY, IOWA.



PROPERTY REQUESTING TO BE REZONED FROM "A-1" TO "R-1"



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: ### DATE: ###
 DRAWN: LSK DATE: ###
 CHECKED: ACD DATE: ###
 APPROVED: ### DATE: ###

ASHWORTH NORTH SUBDIVISION
 CEDAR FALLS, IOWA

REZONING EXHIBIT PLAT

PROJECT NO. 5885
 SHEET NO. EX.01

J:\0885\03-Master Planning\Rezoning\0885 Rezoning Exhibit.dwg - CGA Plan - 01-11-23 - 10:02am - lkossman

Acquisition Plat
Part of the Southeast 1/4 of the Northwest 1/4
Section 26, Township 89 North, Range 14 West of the 5th P.M.
City of Cedar Falls, County of Black Hawk, State of Iowa

Item 7.

DESCRIPTION OF ACQUISITION (PARCEL C)

That part of the Southeast Quarter of the Northwest Quarter of Section No. 26, Township 89 North, Range 14 West of the Fifth Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26, a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697, also being the Point of Beginning; thence South 89°20'50" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 152.48 feet, point being a 1-1/2 inch pinch pipe; thence North 00°40'05" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 39.96 feet (40.00 feet record), point being a 1-1/2 inch pinch pipe; thence South 89°16'14" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 435.09 feet (435.00 feet record) to the Northeast corner of Lot 22 of Prairie Winds 4th Addition, point being on the West line of the parcel of land described in said Document No. 2012-5324, point being a 1-1/2 inch iron pipe; thence North 00°43'46" West, along the West line of the parcel of land described in said Document No. 2012-5324, a distance of 60.00 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 89°16'14" East, 518.45 feet; thence South 00°44'42" East, 40.07 feet; thence North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'40" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 38,596 Square Feet or 0.87 Acre.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record.

NOTE: The West line of said Northwest Quarter is assumed to bear North 00°42'50" West for this description

Item 7.

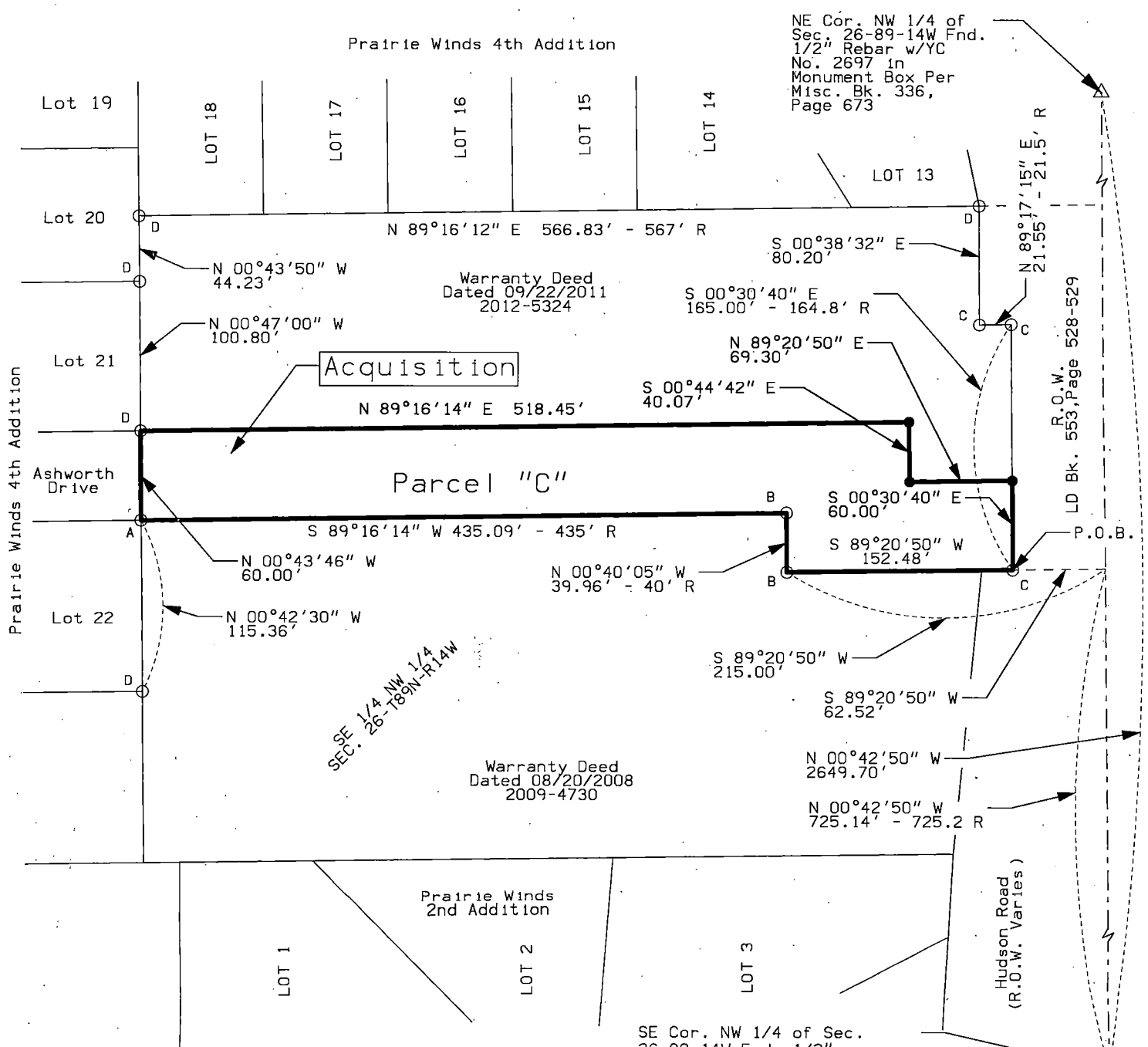
Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

Reserved for County Recorder's Use

Parcel Letter "C" was assigned on 11/25/2020 by the Black Hawk County Auditor's Office

Acquisition Plat
Part of the Southeast 1/4 of the Northwest 1/4
Section 26, Township 89 North, Range 14 West of the 5th P.M.
City of Cedar Falls, County of Black Hawk, State of Iowa

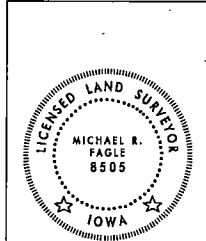
Acquisition - 38,596 Square Feet or 0.89 Acre



- Legend**
- A = Found 1 1/2" Iron Pipe
 - B = Found 1 1/2" Pinch Pipe
 - C = Found 1/2" Rebar YPC No. 2697
 - D = Found 1/2" Rebar OPC No. 17162
 - R = Record Dimension
 - = Set 1/2" X 24" Rebar w/YPC 8505



Date Signed 4-06-2022
Date of Survey 6-08-2021



I hereby certify that this Land Surveying document was prepared by me, or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 4-6-2022
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31,
Pages or sheets covered by this seal: Sheets 1 and 2 of 2.



Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3028

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 3.07 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE A-1, AGRICULTURE DISTRICT AND ADDING IT TO THE R-1, RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 3.09 acres of property from A-1, Agriculture District to R-1, Residence District, more specifically described below; and

WHEREAS, said R-1 Residence Zoning District allows for residential development that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the R-1 Residence Zoning District; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; and

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

Section 1. That the following described real estate, be and the same is hereby removed from the A-1, Agriculture District and added to the R-1, Residence District:

Legal Description

Nicol Property:

A part of the South ½ of the Northwest Quarter of Section No. 26, Township No. 89, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows:

Beginning at a point on the East Line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter: thence West right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the east line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning. EXCEPT those parts conveyed for road purposes in Land Deed Book 91 Page 491, Land Deed Book 553 Page 528, and Parcel C as described in File No. 2022-00025092 in the Office of Recorder, in Black Hawk County, Iowa.

And

City of Cedar Falls Property:

That part of the Southeast Quarter of the Northwest Quarter of Section No. 26, Township 89 North, Range 14 West of the Fifth Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East Line of the Northwest Quarter of said Section 26, a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 rebar with License Number 2607, also being the Point of Beginning; thence South 89°20'50" West, along the south line of the parcel of land described in said Document No. 2012-5324, a distance of 152.48 feet, point being a 1-1/2 inch pinch pipe; thence North 00°40,05" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 39.96 feet (40.00 feet record), point being a 1-1/2 inch pinch pipe; thence South 89°16'14" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 435.09 feet (435.00 feet record) to the Northeast corner of Lot 22 of Prairie Winds 4th Addition, point being on the West line of the parcel of land described in said Document No. 2012-5324, point being a 1-1/2 inch iron pipe; thence North 00°43'46" West, along the West line of the parcel of land described in said Document No. 2012-5324, a distance of 60.00 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point being a ½ inch rebar with License Number 17162: thence North 89°16'14 East, 518.45 feet; thence South 00°44'42" East, 40.07 feet; thence

North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'30" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 35,596 Square Feet or 0.87 Acre.

INTRODUCED: _____ April 17, 2023

PASSED 1ST CONSIDERATION: _____ April 17, 2023

PASSED 2ND CONSIDERATION: _____ May 1, 2023

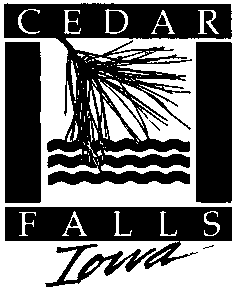
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: April 17, 2023
SUBJECT: Rezoning Request – Sands Property, North Cedar (RZ22-004)

REQUEST: Rezone the southern 14.43 acres of the Sands property from A-1 Agricultural District to R-2 Residence District (RZ22-004)

PETITIONER: Jim Sands Construction LLC

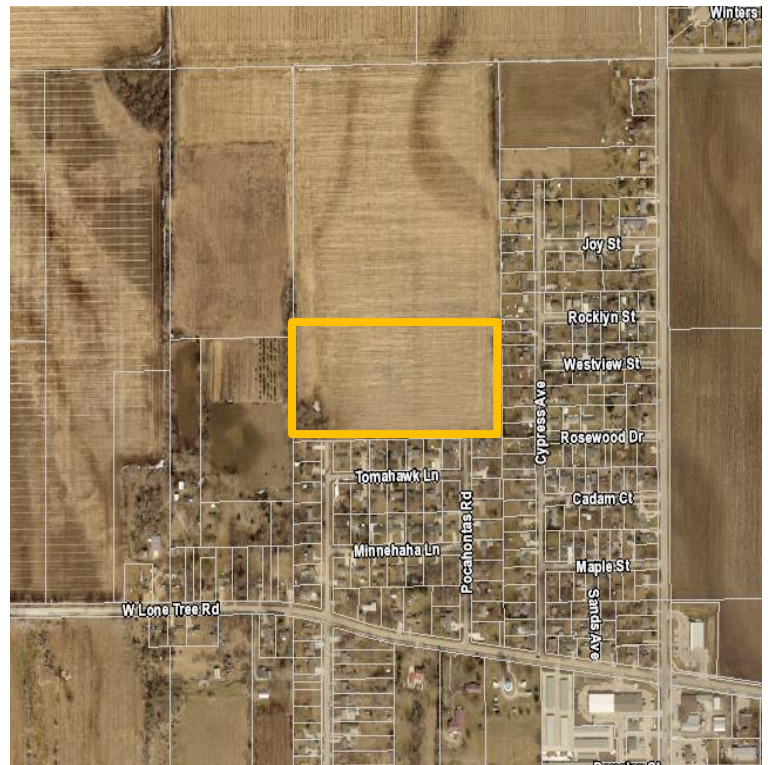
LOCATION: North of Black Hawk Park Addition and west of Cypress Avenue

PROPOSAL

The applicant requests to rezone 14.43 acres of land that is located north of Black Hawk Park Addition from A-1 Agricultural District to R-2 Residence District. The rezoning will allow the development of residential lots of similar size to the surrounding residential lots. The property owner proposes to rezone the portion of the land that is known to be able to be serviced for sewer at this time. This will allow the development of part of the subdivision while the applicant works to make sure that the northern 2/3s of the property is able to be supported by sewer.

BACKGROUND

The parcel has been within the A-1 Agricultural District since the parcel was annexed into the City in 1971 and is being used for agricultural uses. The land to the south and west of the property is zoned



R-2 and developed as residential lots and the land to the north and east are within the A-1 Agricultural District and being used for Agricultural uses.

The current owner recently purchased this property with the intent of developing residential lots. The rezoning of this property must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements to have a firm understanding of the future use of this property.

On March 2, 2023, the applicant asked for an additional 10 feet of land to the north to be included in the rezoning. This changed the original proposal from 14.18 acres to 14.43 acres. Revised zoning map is included in the packet.

ANALYSIS

The applicant requests the properties to be rezoned to the R-2 District. Rezoning considerations involve the evaluation of three main criteria:

- 1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

The rezoning request is consistent with the Comprehensive Plan or Future Designations.

The purpose of A-1 Agricultural District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e., sanitary sewer, water, roadways) but where future growth and development is anticipated according to the Comprehensive Plan. The purpose of R-2 Residential Zoning District is to provide opportunities for low density, detached and attached residential development in areas that are served by essential municipal services.

The current land use map is designated as low density residential (yellow) and Parks and Rec (green).

The property owner has indicated to the City that he is agreeable to adding a neighborhood park within the development. A neighborhood park is typically 1-3 acres depending of the size of the neighborhood the park is serving. Park land or private neighborhood open space will be evaluated with the preliminary plat.



In conclusion, Planning and Zoning Commission finds that the proposal is consistent with Future Land Use Map of the Comprehensive Plan.

2) *Is the property readily accessible to sanitary sewer service?*

Yes, all utilities are readily available to the site. Sanitary sewer is available to the portion of the property that is being requested for rezoning to R-2. The northern 2/3 of the property would have to be served from the north and is currently not readily available. Staff anticipates that if the rezoning is approved, the applicant will move forward with a preliminary plat that would maintain the northern portion as an outlot for future development. Once a plan for extension of sewer to this portion is determined, a rezoning and further platting of the outlot would be required. Therefore, the property owner requests to rezone the southern 14.43 acres of the parcel that will be considered the first phase of the development. This portion of the property can be serviced with sanitary sewer from the connections available at the dead ends of Hiawatha Road and Pocahontas Road.

3) *Does the property have adequate roadway access?*

The property owner has not demonstrated that the entire property has adequate roadway access; therefore, the property owner has chosen to rezone a portion of the property. The 14.43 acres has adequate roadway access from Hiawatha Road and Pocahontas Road which connects to Lone Tree Road. Similar to extension of the sanitary sewer, future rezoning and platting of the northern 2/3 of the property could occur in the future when an adequate roadway network has been determined.

NOTICES

A notice was mailed to property owners within 300 feet of the part of the lot that is under consideration on February 14, 2023, regarding this rezoning request. Due to the weather cancelation, a second notice was mailed on February 28, 2023.

Notice of the Planning and Zoning Commission Public Hearing was published in the Waterloo-Cedar Falls Courier on March 14, 2023.

Notice of the City Council Public Hearing was published in the Waterloo-Cedar Falls Courier on April 7, 2023.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of RZ22-004, a request to rezone approximately 14.43 acre portion of the Jim Sands Construction LLC property from A-1 Agricultural District to R-2 Residence District.

PLANNING & ZONING COMMISSION

3/8/23
Introduction The next item for consideration by the Commission was a rezoning from A-1 to R-2 for 14.43 acres of land west of Cypress Avenue and north of Tomahawk Lane. Chair Lynch introduced the item and Ms. Pezley provided background information. She explained the rezoning would allow the development of residential lots of similar size to the surrounding lots. The property owner proposes to rezone the portion of the land that is known to be serviced for sewer at this time. She explained the criteria staff looks at when considering rezonings and noted that the R-2 zoning is appropriate according to the Comprehensive and Future Land Use Plans. She discussed the current access to public services and adequate street network. Staff recommends gathering comments from the Planning and Zoning Commission and the public, and to set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Dan Arends, VJ Engineering, (3714 Center Street), explained that they are currently working with staff on a final design of a subdivision for the property.

Scott, Bonorden, 1021 Rocklyn Street, stated concerns with stormwater management and wants to ensure that it is designed correctly.

John Metcalf, 3421 Cypress, also stated concerns with stormwater management and spoke to current issues they have in the area.

Matthew Tolan, Civil Engineer II, discussed options for stormwater management that engineering has been working on with the petitioner, which will be addressed with the subdivision plat.

Ms. Pezley noted an email that was received after the packet was published for the Commission to review, which was handed out at the meeting.

Mr. Larson made a motion to set a public hearing for the next meeting. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Public
Hearing
3/22/23

Tom Herzmann, 1122 West 10th Street, spoke as representative of the buyer of the property under contract for 1317 Tomahawk Lane. He noted concerns with the stormwater management plan, size, and density of the property. He also asked about the plan for curbs and gutters on the streets. Ms. Pezley stated that the existing streets will not change and the streets that would be proposed in the subdivision will be reviewed in the preliminary plat process. Stormwater requirements would also be reviewed at that time.

Jon Metcalf, 3421 Cypress, noted concerns with the water and the potential phasing of the project.

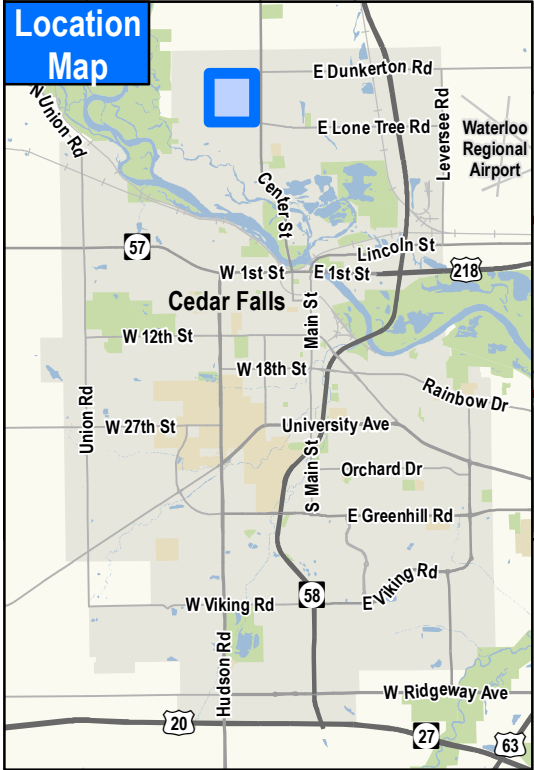
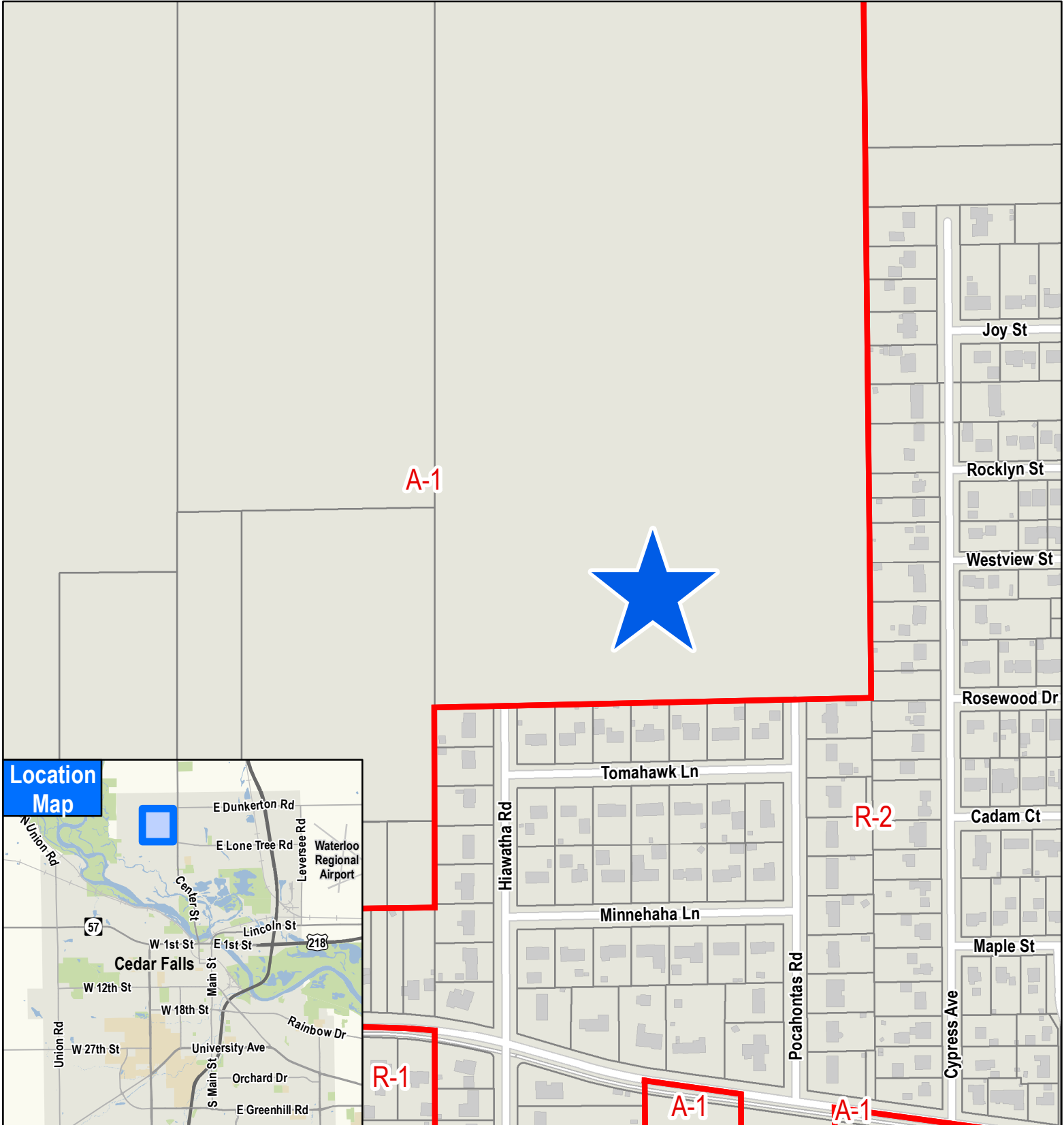
Mr. Leeper clarified that the current vote won't be about the water, just the zoning, but the Commission has heard the concerns about the water and will ensure that those concerns will be addressed at the next stage.

Larsen made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Larson, Leeper, Lynch and Moser), and 0 nays.

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 8.



**Rezoning from A-1 to R-1
N of Black Hawk Park Add.
(RZ22-004)**

Rezoning Plat

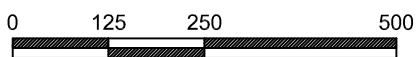
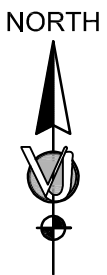
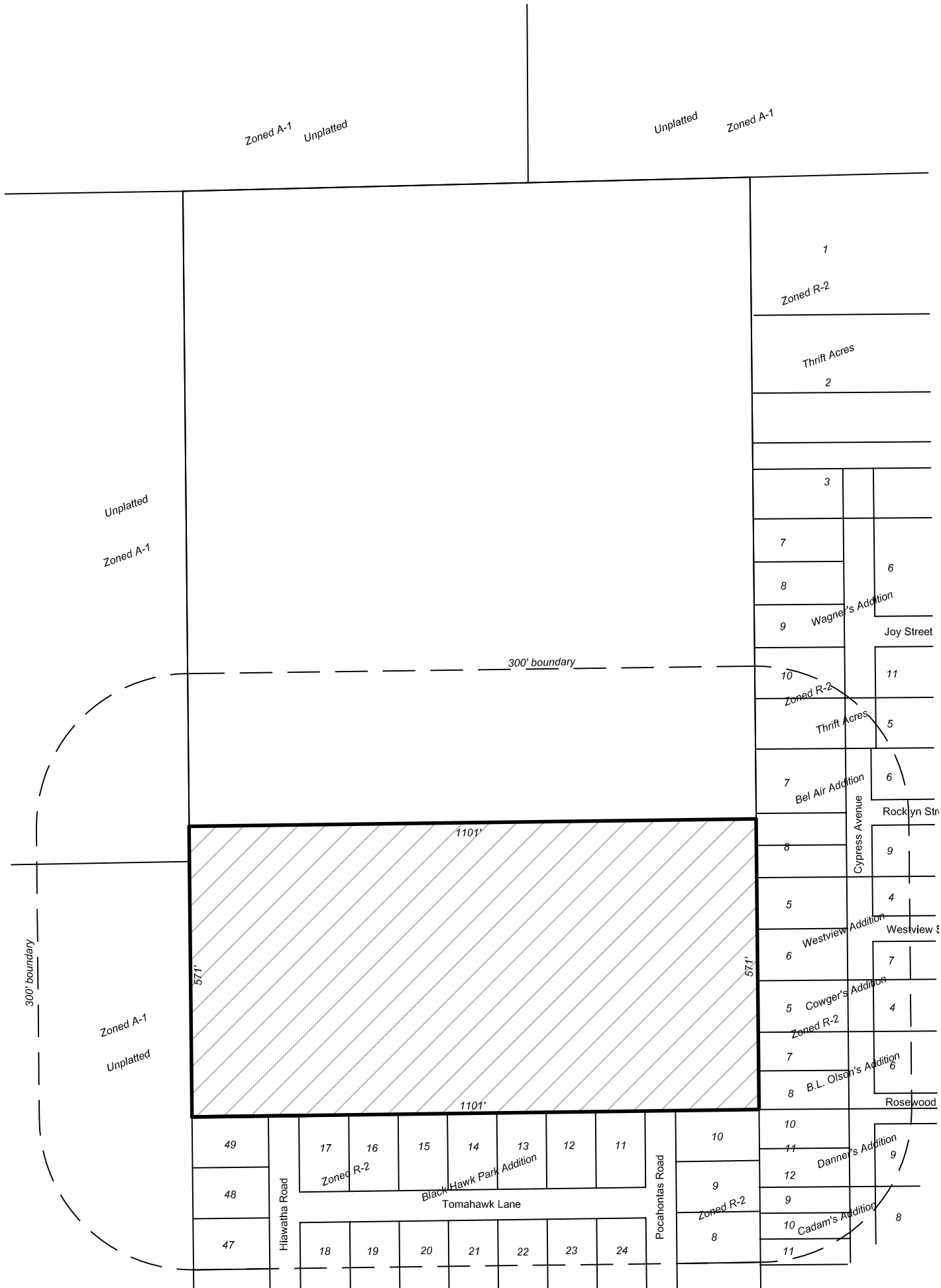
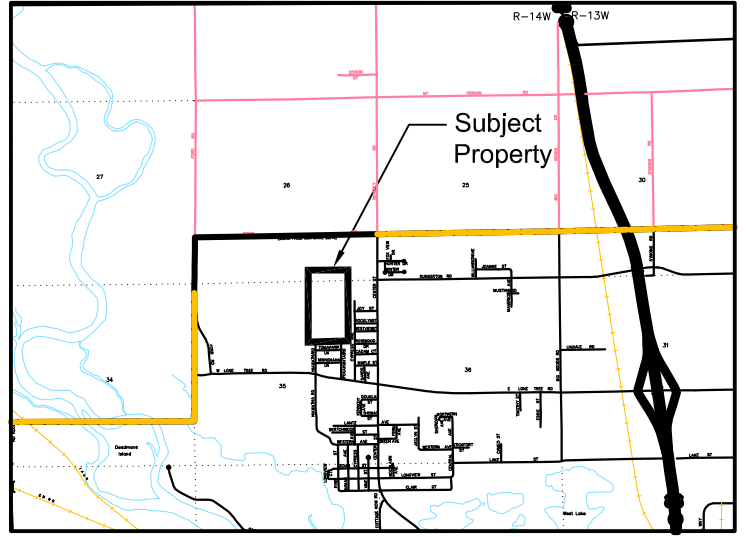
Part of the NE 1/4, Section 35-T90N-R14W
 Black Hawk County
 Cedar Falls, Iowa

Legal Description:

The South 571 feet of the North 1,830 feet of the West 66 and 2/3 acres of the East Three-Quarters of the Northeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

Notes:

Current Zoning: A - Agriculture
 Requested Zoning: R-2 - Residential
 Proprietor: Jim Sands Construction, LLC
 Rezoning Requested by: Jim Sands



228111

Rezoning Plat
 Pt of the NE1/4 Sec 35-90-14



VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 319-266-5829

scale		3-2-23
1"=250'		
drawn by		
SJL		
date		
1-18-23	revisions	date

Michelle Pezley

From: Michelle Pezley
Sent: Tuesday, March 7, 2023 11:17 AM
To: 'Gary Ihnen'
Subject: RE: Rezoning Request by Jim Sands LLC

Hi Lorraine,

The City received your comments regarding the rezoning request by Jim Sands Construction LLC. Your email will be given to the Planning and Zoning Commission for the meeting tomorrow.

Sincerely,

Michelle

Michelle Pezley, AICP
 Planner III
 City of Cedar Falls

From: Gary Ihnen
Sent: Tuesday, March 7, 2023 8:11 AM
To: Michelle Pezley <Michelle.Pezley@cedarfalls.com>
Subject: Rezoning Request by Jim Sands LLC

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Members of the Cedar Falls Planning and Zoning Committee:

As a long time resident of Cedar Falls and the North Cedar neighborhood I would like to express my concerns regarding Mr. Sands request to rezone land adjacent to my home. To be honest I would have preferred that this parcel of ground was off the radar of any developer and the city planners as a whole. But no such luck. I hope as members of this Committee and residents of Cedar Falls you take the time to note my concerns.

First is the issue of run-off from this area. As you know it can be a problem during the spring or times of heavy rain. Now add several hundred buildings and accompanying streets and that issue becomes even more problematic. Collection ponds can only do so much and many of them just become weed filled holes. How is this problem going to be addressed PRIOR to Mr. Sands developing the area?

Second is traffic access to this area. On average most families have at least 2 cars. If 50 additional homes are added to our neighborhood that is an additional 100 cars traveling on Pocahontas and Hiawatha Roads. Multiply that by 2 times a day, add in delivery, mail and other traffic. Can these two streets handle that kind of wear and tear? How will that impact those living on these streets? Will the city be requiring Mr. Sands to provide east/west access from Center Street?

Third is environmental impact. Including light pollution, loss of habitat for wildlife and noise. One of the best things about our neighborhood is it gets dark at night. We see many new birds migrating through or settling into our area. Deer and other wild life make this area their home. It is a quiet neighborhood. How will additional homes affect this?

Please take the time to investigate and consider these concerns prior to rezoning this land. Thank you for your time as well.

Respectfully,
Lorraine Ihnen

Cedar Falls

Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3029

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 14.34 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE A-1, AGRICULTURAL DISTRICT AND ADDING IT TO THE R-2, RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 14.34 acres of property from A-1 Agricultural Zoning District and placed in the R-2 Residence Zoning District more specifically described below; and

WHEREAS, said R-2 Residence Zoning District allows for residential development that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the R-2 Residence Zoning District; and

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; and

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

Section 1. That the property legally described below, be and the same, is hereby removed from the A-1 Agricultural District and added to the R-2 Residence District:

LEGAL DESCRIPTION

The South 571 feet of the North 1,830 feet of the West 66 and 2/3 acres of the East Three-Quarters of the Northeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, is hereby amended to show the property described in Section 1, above, as now being in the R-2 Residence District and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ April 17, 2023

PASSED 1ST CONSIDERATION: _____ April 17, 2023

PASSED 2ND CONSIDERATION: _____ May 1, 2023

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

May 1, 2023

The meeting of Standing Committees met at City Hall at 6:05 p.m. on May 1, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Community Development Committee:

Chair Harding called the meeting to order and introduced the only item on the Community Development Committee Agenda, and introduced Cedar Falls Economic Development Corporation Executive Director, Jim Brown. Mr. Brown gave a brief introduction and introduced Brian Schoon, Executive Director of INRCOG. Mr. Schoon explained the importance of why we need a housing assessment, the information it provides and its uses. Mr. Schoon gave an overview of the task forces, focus groups, committees and the interviewing stakeholders that took place, the survey completed by Cedar Falls residents and raising awareness via Channel 15 and presentations, and the extensive data analysis to identify and substantiate needs. Mr. Schoon reviewed the timeline, survey results, and proposed implementation strategies and placemaking. Councilmembers discussed several of the strategies asking questions about the modification of ordinances, upper dwellings, commuting, tax abatements, and TIF.

Meeting adjourned at 6:52 p.m.

Minutes by Kim Kerr, Administrative Supervisor



ROBERT M. GREEN

Item 10.

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

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: April 11, 2023
SUBJECT: **Proclamation Request for City Council Approval**
REF: (a) CFD 1117.22: Council Policy – Official City Proclamations

1. In accordance with reference (a), I am enclosing the following proclamation request(s) for Council consideration and approval:
 - a. Neurofibromitosis Awareness Month and World Neurofibromitosis Awareness Day -- May 2023 and May 17, 2023.
Requested by Mr. T.J. Warren, Cedar Falls resident
2. Please contact me with any questions.

Xc: City Administrator
Communications Specialist

###



CITY COUNCIL AND MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600

Proclamation

WHEREAS, the Children’s Tumor Foundation is committed to educating the public about this genetic disorder which afflicts two million people globally, including one in every 3,000 births, yet is still relatively unknown by the public; and

WHEREAS, NF affects all populations regardless of race, ethnicity or gender; and

WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect the development of the brain, cardiovascular system, bones and skin and can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

WHEREAS, the Children’s Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF and is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

WHEREAS, the Children’s Tumor Foundation improves access to quality patient health care and support through its national NF Clinic Network, its information resources, youth programs, and local chapter activities; and

WHEREAS, much work remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

NOW, THEREFORE, I, Mayor Robert M. Green, acting in the name of the Cedar Falls City Council, do hereby proclaim May 2023 as **Neurofibromatosis Awareness Month** and May 17, 2023 as **World Neurofibromatosis Awareness Day** in Cedar Falls.

Signed this 15th day of May, 2023.

MAYOR ROBERT M. GREEN



MAYOR ROBERT M. GREEN

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

Item 11.

FROM: Mayor Robert M. Green
TO: Cedar Falls City Council
DATE: May 9, 2023
SUBJECT: **Appointment of Dr. Vicki Edelnant to the Library Board of Trustees**
REF: Code of Ordinances, City of Cedar Falls §2-407

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Dr. Viki Edelnant for appointment to the Library Board of Trustees to fill the vacancy of a six-year term ending on June 30, 2026.
2. Dr. Edelnant has extensive experience with the Cedar Falls Public Library through the Friends program, and I believe she will be an excellent addition to the Board of Trustees. Her General Application and Candidate Questionnaire are attached for your review.

Encl: (1) Dr. Vicki Edelnant – General Application and Candidate Questionnaire

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

###



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: May 9, 2023

SUBJECT: Appointment of Planning and Zoning Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission
(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following individuals for appointment to the Planning and Zoning Commission:
 - a. Mr. Alan Stalnaker - for a vacancy of a term expiring 11/01/2026
 - b. Ms. Sloan Alberhasky - for a term expiring 11/01/2027
2. These appointments would maintain gender balance on the Planning and Zoning Commission, as required by reference (b).
3. In accordance with the Committee of the Whole decision on December 5, 2022, the candidates will not be required to attend another formal interview with council, but will instead be invited to attend the council meeting to be recognized and to answer any council questions before their confirmation vote, as desired by Council.

Encl: Applications and Candidate Questionnaires for Alan Stalnaker and Sloan Alberhasky

Xc: City Administrator
Director of Community Development
Planning and Community Services Manager
Planning and Zoning Commission Chair

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Vicki** **Edelnant** Gender: **F** Date: **2/10/2023**
First MI Last

Home Address: Home Phone:

Work Address: **(none)** Work Phone: **(none)**

E-mail Address: Cell Phone:

Employer: **retired** Position/Occupation: **educator**

If Cedar Falls resident, length of residency: **68 years** City Ward: **5** I have a LinkedIn Profile

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

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

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

Friends of the Cedar Falls Public Library Board member (since 2018; secretary)
Foster Care Review Board (since June 2022)
Keep on Learning selection committee at Wartburg College (since 2015)
RSVP Advisory Board (since 2019); Member of Womenade.
I belong to two monthly book clubs and I am the scribe for one of them.

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

I am a three-time UNI graduate (BA, MA, Ed.D) with an undergraduate major in speech (theatre emphasis), minor in English; MA in speech and English composition, Ed.D. in post-secondary educational leadership. My strongest skills are in written and oral communication. I am also a life-long learner. I am a grandmother of two children who are avid users of CF Public Library services. Having had a long career a teacher, professor, and educational administrator, I have developed skills in organization, parliamentary procedure, and group

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

I hope to fill the vacant liaison position between the Trustees and the Friends organization to facilitate communication between these two Boards. In addition, I am interested in learning more about how city boards function. I feel it is a citizen's duty to participate in local government if that government is to function as intended. As a retired but still vital member of the community, I have time to contribute--a valuable resource. I also feel my areas of expertise outlined above could make me a useful contributor. Finally, as an

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

I expect that the Library Trustees and the Friends of the CF Public Library (FOTL) are likely to be in agreement, but I do note that I am a member of the FOTL Board. Similarly, I do not believe these would be conflicts of interests, but in the interest of full disclosure, I am letting you know that I am a contributor to the Unitarian Universalist Society Service Committee and a number of other not-for-profit organizations in support of the arts, the environment, food and housing security, and free speech.

LIBRARY BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Item 11.



Name: Vicki Edelnant

Date: 3-13-23

Can you attend board meetings on the 1st Wednesday of the month at 4pm at the Cedar Falls Library? Yes No

1. Why are you interested in serving on the Library Board of Trustees?

I have been a member of the Friends of the Cedar Falls Public Library for a few years now. If appointed, I could provide a direct conduit of information from the Library Board of Trustees to the Friends organization. Such communication can be beneficial in making consistent decisions to benefit the library, its staff, and its patrons. Furthermore, I believe in the importance of the library (see question 2 below); I wish to lend my skills to the actual functioning of the library itself as well as to the support of its programming through the Friends.

2. What is the role of the Public Library in supporting the community as a whole?

Though it may sound grandiose, I believe that libraries are essential to democracy. Democracy depends on an informed electorate. The library ensures that all citizens, regardless of income level, have equal access to information. In addition, the library provides a free, accessible, responsive gathering space for members of the community. Surprisingly, non-partisan, non-religious spaces for citizen assembly are rare in today's society. Finally, the library provides informative and entertaining materials and activities for our children and youth, setting them on a healthy, productive path during their most impressionable years, thus developing our most precious resource—the next generation.

3. Because the Cedar Falls Public Library is owned by the City of Cedar Falls, what is the appropriate role of the Trustees in keeping the City informed and involved in library operations?

The Trustees provide the structural link to keep the City informed about Library operations through regular meetings. Trustees can ensure that excellent, well-trained candidates are hired to actually operate the library on a day-to-day basis. By convening a Board of Trustees, the City empanels a varied group that can provide balanced views to ensure that the library is responsive to all citizens, not just a vocal few.

4. The Trustees provide operational and fiduciary oversight for the Library; what is your experience in personnel management, financial operations, litigation, business operation, and risk management?

For more than 15 years, I was the Director of an academic support center at Wartburg College. As such, I hired, trained, managed, and evaluated a professional staff of five and over 200 student employees. I managed the budget for that Center as well as co-writing a successful two-million dollar grant. Thankfully, I have not had occasion to be involved in litigation. However, I have served as an executor for two estates, have managed our own family finances, and am familiar with court rulings through my work as a member of the Foster Care Review Board (FCRB), so I can read legal documents and follow legal arguments. In my professional life, I had to be aware of and abide by FERPA laws. I am bound by confidentiality requirements as a member of the FCRB.

5. Should the Cedar Falls Public Library be completely free of charge, or should fees be charged for select programs and services that extend beyond basic library offerings?

I believe all services and programs at the CF Public Library should remain free of charge. Patrons who have the means have the option of supporting Library services and programs through donations to the Library or through the Friends organization if they choose to, but equal access for all citizens regardless of ability to pay must be maintained.

6. If Library materials selection or self-censorship violates a Trustee's personal beliefs, how might that Trustee best respond?

A Trustee is always free not to access material that is contrary to his/her personal values; however, a broad range materials must be available to meet the needs of all members of the community. There is value in having access to materials one disagrees with in that then one can better understand the reasoning of those who have different perspectives. If one sees only what one already agrees with, how can conflicts ever be discussed, let alone resolved?



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Alan** **Stalnaker** Gender: **M** Date: **1/17/2023**
First MI Last

Home Address: **Cedar Falls** Home Phone: _____

Work Address: _____ Work Phone: _____

E-mail Address: _____ Cell Phone: _____

Employer: **Veridian Credit Union** Position/Occupation: **Manager of Member Contact Cent**

If Cedar Falls resident, length of residency: **15 years** City Ward: **4** I have a LinkedIn Profile

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

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

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

Presently serving on Cedar Falls Parks and Recreation Commission (since August 2017). I was a board member and President of the Volunteer Center of Cedar Valley (2010-2016). I was on the Volunteer Committee for the Cedar Falls Blue Zones Project in 2013. I was Treasurer for the Cedar Heights PTA/PTU from 2016-2019.

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

I have been in management at Veridian Credit Union for 13 years. This has helped me to be adept with data analytics, communication between teams and individuals, ability to take responsibility, and a strong understanding of finance. My experience on different boards and commissions has also given me a good understanding of how boards work and how to get things done as a part of the group.

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

I love Cedar Falls and want to give back by my participation. I genuinely enjoy helping with the work of creating a strong future for our city and citizens. I am a good listener who wants to understand the information and different opinions. I am also comfortable with making a decision even when it is a difficult one.

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

I don't have any organizational conflicts. I have a handful of friends and acquaintances who are realtors or developers and would consider those on a case by case basis.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Name: Alan Stalnaker

Date: 01/23/2023

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. Why are you interested in serving on the Planning and Zoning Commission?

I enjoy giving back to Cedar Falls and being involved. P&Z is interesting because they handle a lot of the ground work for how the city will grow and the manner how that will happen. I believe I would bring value to the role and also would enjoy learning more about what goes into decisions and policies in Cedar Falls.

2. What do you believe is the purpose and value of the Planning and Zoning Commission?

I believe the purpose of the commission is to have citizens analyze requests that come to it from a non political view. The commission can gather information and make recommendations to council regarding the requests and how they may or may not align with current zoning or the overall vision for the future of the city. The commission can give any development plan a thorough review thanks to the very specific focus of the commission.

3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

As the ultimate decision making body in the city, the City Council sets laws and regulations that serve the best interest of the citizens of Cedar Falls. A growing community is desirable for tax revenue, employment opportunities for citizens, and a healthy community. Planning and zoning looks at development requests and determines if they fit within the guidelines laid out by council in regulations and if the proposed plan suits the intended use and does not present additional problems to the area or neighbors. Planning and Zoning should look to encourage growth and do so through a lens of looking out for the long term health of the city and citizens.

4. Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?

In my career I continuously review reports and use the information to look to improve our performance. I prefer to gather as much information as possible before making a decision. Part of that is asking further questions to others to find any underlying issue or opportunity that may have been missed. I work in a collaborative environment where civil and polite discussion is the norm before any major decision. I pride myself in my listening skills and also my ability to relate to all sides of a situation. In my role on the Parks and Recreation Commission I use those same skills to understand other viewpoints and still come to a decision on what I believe is best for the city.

5. What resources and activities would you use to be an informed Planning and Zoning Commissioner?

There are many things about Planning and Zoning that I am not familiar with so I assume there are resources I am not aware of. I would use any information given to me by city staff or other commissioners. If appropriate, I would plan on visiting development sites to get a full understanding of the area and its details. Asking questions in meetings to city staff and other commissioners would be vital in order to fully understand the issues being discussed.

6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

I work for Veridian Credit Union and would abstain from any decisions related to Veridian. Otherwise I have no other known conflicts of interest.

Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



GENERAL APPLICATION FOR CITY BOARDS & COMMISSIONS (CFD 1203.20)

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

Name: Sloan T. Alberhasky

Gender: Female

Date: March 17, 2023

Home Address: _____, Cedar Falls, IA 50613

Home Phone: _____

Work Address: _____, Cedar Falls, IA 50613

Work Phone: _____

E-mail Address: _____

Cell Phone: _____

Employer: Community Foundation of Northeast Iowa

Position/Occupation: Manager of Donor Relations

If Cedar Falls resident, length of residency: 7 years

I have a LinkedIn Profile

DESIRED NOMINATIONS: Check all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

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

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

I currently serve on three Councils for the Cedar Falls Historical Society: the Victorian House Museum Council, the Ice House Museum Council, and the School House Museum Council. I am also a volunteer with Western Home Communities, usually at Thalman Square, and I am a volunteer with Junior Achievement of Eastern Iowa. I am a member of the Rotary Club of the Cedar Valley and am our Club's current Board Secretary. Through my work with the Community Foundation of Northeast Iowa, I am the Program Director for Teen Trust, our youth philanthropy program, and I am a committee member for Limelight Cedar Valley.

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

I have my Bachelor's degrees in both Communication Studies and Leisure, Youth, and Human Services (LYHS) from the University of Northern Iowa. Additionally, I have my Master of Arts degree in Organizational Communication from the University of Northern Iowa. Finally, I am a nationally Certified Nonprofit Professional (CNP) and am currently working toward my ACNP (Advanced Certified Nonprofit Professional) status.

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

Community Foundation of Northeast Iowa: I currently work here, so I would not be able to assist with applying for grants from the Foundation, if necessary.

MOTIVATION: Why do you desire to serve on a City board or commission, and what contributions do you believe you can make?

I am very passionate about this community and I am invested in helping Cedar Falls to be a community where individuals and families can put down their roots, grow, and ultimately thrive. I feel that there could be more representation on our City Boards and Commissions from a younger demographic, so I would love to be able to bring a different perspective to this group. I am very active in different areas of the community, so I believe that I would bring great experience and knowledge to this position.

Please send your completed general application to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to boards@cedarfalls.com. You will be contacted by the Mayor for consideration as positions open.



PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Name: Sloan Alberhasky

Date: March 25, 2023

Can you regularly attend commission meetings on the 2nd and 4th Wednesdays of the month at 5:30pm? Yes No

1. Why are you interested in serving on the Planning and Zoning Commission?

I am interested in serving on the Planning and Zoning Commission because, ever since becoming a Cedar Falls resident, I have seen so much positive growth and change in our City that has inspired me to put down roots and become more involved in this community. Being a part of this commission would allow me the opportunity to be a part of future change in the City, which I hope will inspire other residents to plant roots of their own and become just as passionate about Cedar Falls' future as I am.

2. What do you believe is the purpose and value of the Planning and Zoning Commission?

I believe the purpose of the Planning and Zoning Commission goes beyond reviewing plans and changes for subdivisions, implementing the Comprehensive Plan, and developing site plans, among other responsibilities. I believe the purpose is to see the potential in Cedar Falls before residents may see it for themselves, and to envision and plan for the community where all ages, stages, and backgrounds can grow and thrive. It's about ensuring that future generations and families will have a community that both meets their needs and is flexible enough to work for whatever changes or curveballs may come in the future. The value of the Planning and Zoning Commission is that, through our work, we help provide public safety and health to the community.

3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

I believe the City's role, as it relates to planning and zoning, is to work with the Commission to both protect the value of land throughout the City and encourage the most appropriate use of land. Additionally, the City and the Planning and Zoning Commission should work together to ensure that, because we plan and hope for future community growth, we are facilitating adequate provisions across neighborhoods and prioritizing equity so that growth is not stifled and development is not impeded.

4. Staff is charged with using the ordinances and their professional experience to evaluate proposals on the factors set forth in City ordinances and adopted plans. Describe your experience reviewing reports, developing analytical questions, and respectfully discussing that in a meeting. How would you be part of that dialogue?

I have both a Bachelor's degree and a Master's degree in Communication Studies from UNI, and with both of those degrees I have had extensive training and education in reviewing reports, developing analytical questions, conducting research, and discussing data and plans in meetings. Additionally, in my current role as Manager of Donor Relations and Data Services for the Community Foundation, I frequently review proposals and reports, and I am charged with managing our data and producing reports for both the organization and our donors, fund holders, and nonprofit organizations. Data can often be perceived different ways, so I believe that it's important to have open, respectful discussions that allow everyone at the table a chance to explain their point of view. I believe that my education and experience position me to help facilitate these conversations and guide the commission toward making informed decisions.

5. What resources and activities would you use to be an informed Planning and Zoning Commissioner?

I would make it a priority to stay up-to-date on current events happening in our community, which would include reading the local newspaper, attending or watching City Council meetings, and attending community convenings and events. Additionally, I would do my best to connect and network with local professionals, community leaders, and any additional residents of the community that I meet. I believe that building relationships and establishing transparency are key to serving your community well.

6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

I am a current employee at the Community Foundation of Northeast Iowa. I am an active volunteer at the following organizations: The Cedar Falls Historical Society, Western Home Communities, Junior Achievement, and the Rotary Club of the Cedar Valley.



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: Cedar Falls City Council

DATE: May 9, 2023

SUBJECT: Re-Appointment of Noah Hackbart as City Council Student Liaison

REF: (a) Cedar Falls City Council Resolution #20,502 Appointing a Student Liaison to the City Council for an Indefinite Term, dated 4/17/2017

1. In accordance with the requirements of reference (a), I hereby nominate Mr. Noah Hackbart for re-appointment as the Student Liaison to the City Council for a term beginning upon council approval and ending April 30, 2024.
2. Typically, a new student representative is forwarded to the Cedar Falls City Council for consideration; in this case, Northern Iowa Student Government requests to retain Mr. Hackbart in this position, and I concur with this request.

Xc: City Clerk
Northern Iowa Student Government

#

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 3, 2023

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of testing instruments for the position of Assistant Public Safety Director/Fire Chief. Listed below are the names of the top ranked candidates with their combined weighted average written test and oral interview scores. Veteran's points are not applicable to this "entry" position per Iowa Code Chapter 400.

Rank	Name	Combined Weighted Averaged Score
1	John Zolondek	611
2	Christopher Ledeker	455

Respectfully Submitted,



Paul Lee, Commission Chairperson

Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Jacque Daniels, City Clerk
Cc: Craig Berte, Director of Public Safety
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 3, 2023

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Engineering Technician I. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Jacob Hayworth	264		264
2	Paw Lu	204		204

Respectfully Submitted,



Paul Lee, Commission Chairperson

Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Chase Schrage, Dir. of Public Works
David Wicke, City Engineer
Civil Service Records



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: April 28, 2023
SUBJECT: FY23 Report by Community Main Street

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY23 filed by Community Main Street. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

If you have any questions, please feel free to let me know.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Stacy Braun-Wagner, Finance Clerk
Paul Kockler, Accountant



April 24, 2023

Mayor Green and Council Members
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

RE: SSMID, Economic Betterment Funding and Facade Funds

2022-2023
BOARD OF
DIRECTORS:

JENNY LEEPER, PRES
KATE DUNNING
ANN EASTMAN
WYNETTE FROEHNER
LEXIE HEATH
BRENT JOHNSON
CORY KENT
AUDREY KITTRELL
DAN LYNCH
EMILEE NEDOBA
HELEN PEARCE
STEPHANIE SHEETZ
MARK SHOWALTER
BRAD STROUSE

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find a summary of the activities outlined in the grant contract(s).

These activities are in the areas of:

- Design and historic preservation
- Business development and retention
- Promotion and marketing
- Member development, training and communication
- Summary of investments
- FY2023 program of work

The following required attachments are also included:

- Board Roster
- Financial Statements
- Support documents

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a Downtown District with appreciated real estate values, a reputation as a great destination and as a source of community pride. We will continue to do our part to help move the Cedar Falls Downtown District forward in a positive light. With submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and of the previously awarded Economic Betterment Grant as well as Facade grant funds for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Kind Regards,

Kim Bear

Kim Bear
Executive Director
Community Main Street



1987-MS-001 - Cedar Falls - 1987

Status Report Details

Funding Opportunity: 69444-Main Street Iowa Communities
Program Area: Downtown Resource Center
Status: Approved
Status Report Number: 100
Status Report Type: Quarterly Economic Impact
Reporting Period: 10/01/2022 - 12/31/2022

Initial Submit Date: Jan 27, 2023 11:14 AM
Initially Submitted By: Kim Bear
Last Submit Date:
Last Submitted By:
Approved Date: Jan 27, 2023 11:36 AM

Contact Information

Primary Contact Information

First Name*: Kim Middle Name Bear
First Name Last Name
Title: Executive Director
Email*: director@communitymainstreet.org
Address*: 310 East 4th Street

 3815 Union Road
 CEDAR FALLS Iowa 50613
City State/Province Postal Code/Zip
Phone*: (319) 277-0213 Ext.
Phone
 ###-###-####
Fax: ###-###-####

Organization Information

Name*: Community Main Street, Inc.
Organization Type*: Non-Profit Organization
DUNS: ##-###-####
Tax Id:
Unique Entity Identifier (UEI):
Organization Website: <http://communitymainstreet.org>
Address*: Community Main Street
 310 E 4th St

Cedar Falls Iowa 50613
 City State/Province Postal Code/Zip

Phone*: (319) 277-0213 Ext. ###-###-####
Fax: ###-###-####

Quarterly Economic Impact Report

Investments in the Main Street District

Project Type	Building/Business Name	Address	Private Amount Invested	Public Amount Invested	Grant Amount Invested	Total Amount Invested
Rehab Existing Building	Big Acai	100 E 2nd Street #106	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Rehab Existing Building	Realty One Group	100 E 2nd Street #206	\$48,000.00	\$0.00	\$0.00	\$48,000.00

Buildings Sold in the Main Street District

Building/Business Name	Address	Current Use	Future Use	Amount of Sale
ICM Financial Services	422 Main Street	Service	Service	\$550,000.00

Business Changes in the Main Street District

Business Name	Address	Business Status	Business Type	# of FT Jobs	# of PT Jobs
Big Acai	100 E 2nd Street #106	New	Food Establishment	1	15
Smoothie Bar	401 Main Street	Closed	Food Establishment	1	2
Mended Mind	401 Main Street Ste #213	New	Service	1	0
Club Procure	219 Main Street	New	Service	7	0

New Housing in the Main Street District

Address	# of Units	Monthly Rent or Purchase Price	Purchase/Rent?
No Data for Table			

Main Street Events & Activities

Event/Activity Name	Date	Event/Activity Type	Item 14.
Fall into Downtown - A Girl's Night Out Event	10/6/2022	Retail	
Trick or Treat in the District	10/31/2022	Special Event	
Beer & Bacon Event	10/22/2022	Retail	
Downtown Ingredients	11/10/22 thru 11/12/2022	Retail	
Deck the Falls	11/15/22 thru 11/20/22	Image	
Holiday Hoopla Kick-Off	11/25/2022	Special Event	
Jingle & Mingle - A Holiday Hoopla Event	12/1/2022	Retail	
Breakfast at the North Pole-A Holiday Hoopla Event	12/3/22	Fundraising	
Baby, It's Cold Outside-A Holiday Hoopla Event	12/15/2022	Special Event	
Caramel Apple Sales	October 2022	Fundraising	
Window Wonderland Contest	11/22/22 - 12/18/22	Image	
Holiday Hoopla Sponsor	Ongoing	Fundraising	
Holiday Hoopla Coloring Contest	Nov 25 - Dec 25	Image	
Santa 50613	from 11/25/22 to 12/21/22	Image	
Round-Up at Fareway - A Holiday Hoopla Fundraiser	11/12/22-11/26/22	Fundraising	
Movie Magic - A Holiday Hoopla Event	12/17/22	Special Event	
Holiday Hoopla - Santa's Workshop on Saturday	Saturdays during Hoopla	Special Event	
Eat Drink & Be Merry	12/8 - 12/10/22	Special Event	
Shop Small Saturday	11/26/22	Retail	
Fall Clean Up	10/21/2022	Image	
Holiday Hoopla - Santa's Workshop & Trolley Rides	Thursdays in December	Image	
Holiday Hoopla Puzzle -A Holiday Hoopla Fundraiser	November/December	Fundraising	
Reindeer Games - A Holiday Hoopla Event	12/22/22	Special Event	
Partner Thank You	11/22/2022	Image	
Ottumwa Visit	10/26/2022	Image	
Volunteer of the year surprise!	12/31/2022	Image	

Volunteer Hours Invested in Main Street

Volunteer Hours	Total Volunteer Hours
Yes	1778.00

Commentary

Design Commentary/Updates:

Our Design committee are always the first to show up to any clean-up or decorating throughout the District. We appreciate their willingness to not only use their muscles but bring large ladders to get everything done. The Design committee has been a bit of state of limbo since the new Character District Code was approved by City Council in November of 2021. We have seen less new projects during this time in our District boundaries as we work through all of the Council referrals that have been made. Feedback from those who have done projects with both codes have had positive things to say about the process and we hope to see more projects in 2023.

Economic Vitality/Business Improvement

Commentary/Updates:

Our E.D. committee continues talk through our priorities and working on grant options to reinvest into the District throughout 2023. We also continue welcoming our new businesses to the District and working towards a coordinated effort of celebrating all those that do so much to make this place the great destination that it is.

Promotion Commentary/Updates:

4th quarter is always a busy one with all things Santa and the help from an all hands on deck perspective. The weather threw us a few curve balls but we were still able to bring thousands of folks to the Cedar Falls Downtown District to celebrate the holiday season and patronize the businesses. Our new Community Main Street website is getting closer to being done and sharing with everyone. We are excited for the opportunity to share it.

Organization Commentary/Updates:

Organization is always busy in the 4th quarter with coordinating the Partner Thank you and making plans for the Volunteer Appreciation party held in February. The Partner Thank you went back to its original work plan and glory of recruiting volunteers to make homemade treats for 25 trays

be dispersed throughout the community. They not only help bake but also help deliver because the gratitude of dropping them off is simply the best part.

The Organization committee is also comprised of super creative folks so coming up with themes for any of their points of interest is always so fun and lends all the activities to be super fun.

Program Commentary/Updates:

We have taken our time and used quite a few volunteer hours to work on our Market Study and can't wait for it to be complete and shared with our board and committees. We took a pause during the busy holiday season, but the plan is to finish it in January.

We continue to see quite a bit of changes and influx amongst our City Council surrounding the parking subject. We will continue to keep tabs on it throughout 2023 and hope that the Council does what is best for all involved.

Suggestions for state staff:

Could we get meeting invites sent out for our calendars? I can obviously add them myself, but I find it so helpful to have them with all the information included.

List suggestions & questions on services, training topics, (for MSI communities and/or local needs)

new resources, speakers you would recommend, etc.

1987-MS-001 - Cedar Falls - 1987

Status Report Details

Funding Opportunity: 69444-Main Street Iowa Communities
Program Area: Downtown Resource Center
Status: Submitted
Status Report Number: 102
Status Report Type: Quarterly Economic Impact
Reporting Period: 01/01/2023 - 03/31/2023

Initial Submit Date: Apr 27, 2023 11:57 AM
Initially Submitted By: Kim Bear
Last Submit Date:
Last Submitted By:
Approved Date:

Contact Information

Primary Contact Information

First Name*: Kim Middle Name Bear
First Name Last Name
Title: Executive Director
Email*: director@communitymainstreet.org
Address*: 310 East 4th Street

3815 Union Road
CEDAR FALLS Iowa 50613
City State/Province Postal Code/Zip
Phone*: (319) 277-0213 Ext.
Phone

Fax: ### ### ####

Organization Information

Name*: Community Main Street, Inc.
Organization Type*: Non-Profit Organization
DUNS: ## ### ####
Tax Id:
Unique Entity Identifier (UEI):
Organization Website: <http://communitymainstreet.org>
Address*: Community Main Street
310 E 4th St

Phone*: (319) 277-0213 Ext. ### ### ###
 Fax: ### ### ###

Quarterly Economic Impact Report

Investments in the Main Street District

Project Type	Building/Business Name	Address	Private Amount Invested	Public Amount Invested	Grant Amount Invested	Total Amount Invested
Rehab Existing Building	Arabella	200 W. 1st Street	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Rehab Existing Building	The Wine Shop	305 Main Street	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Rehab Existing Building	Bambinos	401 Main Street	\$8,000.00	\$0.00	\$0.00	\$8,000.00
Rehab Existing Building	Roxy and Stuffed Olive	314 Main Street	\$15,400.00	\$0.00	\$0.00	\$15,400.00
Rehab Existing Building	Jack Henry & Associates	302 Main Street	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00

Buildings Sold in the Main Street District

Building/Business Name	Address	Current Use	Future Use	Amount of Sale
Vacant Lot owned by HiYield	123 W. 7th Street	Vacant	Unknown	\$960,000.00

Business Changes in the Main Street District

Business Name	Address	Business Status	Business Type	# of FT Jobs	# of PT Jobs
Speckled Owl	319 Main Street	Closed	Retail	1	
Tacoz California	200 W 1st Street Ste 107	New	Food Establishment	6	4
Bambino's	401 Main Street	New	Food Establishment	2	2
Realty One Group Movement	100 E 2nd Street # 206	New	Service	6	
The Wine Shop	305 Main Street Cedar Falls, IA 50613	New	Food Establishment	2	2

New Housing in the Main Street District

Address	# of Units	Monthly Rent or Purchase Price	Purchase/Rent?
No Data for Table			

Main Street Events & Activities

Event/Activity Name	Date	Event/Activity Type
Love Local	2/9 - 2/11/23	Retail
Cheers to Small Business	1/23/23	Educational
January Blow Out Sales	1/12 - 1/14/23	Retail
Spring Shop Hop	3/30 - 4/1/23	Retail
Volunteer Appreciation Party	02/21/2023	Special Event
Social Media 101	02/21/23	Educational

Volunteer Hours Invested in Main Street

Volunteer Hours	Total Volunteer Hours
Yes	411.00

Commentary

Design Commentary/Updates:

The Design committee is in a weird spot with the new City of Cedar Falls character district zoning codes. We don't see as many projects; it is suggested that each project reach out to Community Main Street but it is not mandatory. That being said there also have not been any huge projects happening in the District do to the fact that the economy is making it difficult right now.

Everyone is excited for the new flowerpots to be out and about this year for the spring/summer/fall season and we hope to have a great variety

color to add to the streetscape.

Economic Vitality/Business Improvement

Commentary/Updates:

In collaboration with our exec board members, we are working on the Community Main Street Enhancement Grant (name not confirmed yet) opportunity. It has been super helpful to be able to rip-off and duplicate from other Main Street communities who have laid the groundwork for this opportunity, and we can't wait to roll ours out later this summer. While it isn't the easiest thing to determine what the priorities will be, we think it will be a great tool to offer our existing stakeholders, as well as a tool to welcome new ones.

The Economic Vitality committee is also helping with a new stakeholder communication tool through an additional newsletter geared towards business and property owners. Hoping to expand our communication with this group to a monthly basis which is giving a nod to one of our new strategies. We want to make sure we are telling the Community Main Street story.

Public restrooms and having one in the District has become a new topic of conversation amongst one of our favorite residents of Cedar Falls and therefore something that City Council and staff have been discussing. We administered a short survey that we sent out through our stakeholder newsletter asking what kind of an issue this is for business owners. We found that it isn't a huge issue for most because they allow customers to use their restrooms. We will continue to pay attention to this topic of conversation at the City Council level.

Promotion Commentary/Updates:

New website has been a labor of love over the last several months and it is my hope that I will be reporting in Quarter 2 of this year that it is complete. We have been working with Chris Corkery who did our original rebrand with the addition of the Cedar Falls Downtown District logo. New event, you will start to see the Cedar Falls Downtown District Block Party event information out soon. We have a passionate group of volunteers on this committee that are sure to make it a great, 1st time event in the District.

Unfortunately, we have also had to make the difficult decision to be celebrating our 20th and last season of Movies Under the Moon. Due to some unforeseen circumstances with our partnership with UNI, after this season it will no longer be feasible for us to continue this event. It is a sponsored community event that as it sits, makes enough money to survive with the loss of renting their projector for \$600 for the summer, it doesn't make sense to continue. We would either need to buy a \$15,000 one or rent one at the rate of \$1700 per time. It is also an event that has seen decreased attendance over the last couple of years which we believe is due to all the events that happen in the Cedar Valley on Friday nights. I am sure attendance will be through the roof this year and if someone wants to take it over we would happily sell our screen to them and wish them well.

The applications for the 17th annual ARTapalooza event went live and after much discussion with the committee, businesses, and community members we decided to move it to a Sunday. It was moved in 2022 to a Sunday due to weather and it proved to be a bit better and easier to navigate from an afternoon clean-up/traffic perspective. Fingers crossed we see beautiful weather.

Hops tickets went live March 1st and while we didn't see the urgency to purchase them as we had hoped we are still confident it will be a great event.

Organization Commentary/Updates:

The Organization committee spent time planning all the details for the Volunteer Appreciation Party. No details were missed as we celebrated all those that give so much to our organization. It always seems weird to have them help with the planning since they are also such an important part of our organization, but they love it and do such an amazing job. "Taco Bout how great you are" was our theme with a taco bar and all the fixings. We were also able to celebrate Kevin King our Volunteer of the Year.

The Org committee also discussed this year's Friends campaign and moving the letter drop to the March date instead of our typical Valentine's day drop. It was discussed that typically our Friends are also volunteers and we didn't want to invite them to a celebration for them and have them also get a money ask in essentially the same week. The Friends letter dropped on the first day of Spring and even though we haven't seen too many signs of Spring yet we hopeful for it to be a successful campaign.

The Organization committee was also excited to hear that "Hops" was coming back to raise money for all our flowers in the Downtown District, especially with the addition of 30 flowerpots this summer.

Program Commentary/Updates:

Market Study and Strategies is finally complete, taking longer than anyone wanted it to but after many hours of wordsmithing it we feel confident that it will be great tool to use moving forward as we plan for the future of CMS. Many of the things we are working on now will play nicely into the execution of the strategies that we outlined in the final product.

One of the items that we as a program and in collaboration with the Cedar Falls Tourism and Visitors Bureau have been working on is updating our stock photos and using a photographer to accomplish this over an entire year, to capture all seasons and events. We realized post pandemic that not only had the world changed, our streetscape and the overall look of Downtown had. We have really enjoyed working with Elliot and the vibe that his photos create.

Our trusted volunteer, Larry has been helping the office do research on a new gator. With the addition of lots of new flowerpots we want to make sure we have a trusted vehicle to get the job done. While our current gator has served us well it might be time to upgrade.

People often ask us in the first quarter if we are busy or if we use it to recover from the holidays. I appreciate this 1st quarter report to show how many moving parts we must keep moving and that we in fact, never truly slow down.

A summary of new investment and job creation/retention figures for the applicable reporting period

Business/Job Changes October 2022 through March 2023						
	New Business Opening	Net Jobs Created	Businesses Closing or Moving out	FTE Jobs Lost	Businesses Relocating/Expanding Downtown	Net FTE Jobs Created with Expand/Relocate
October- December 2022	3	18	1	2	0	0
January- March 2023	4	16	1	1	0	0
Totals	7*	34**	2*	3**	0	0

*Business opening (7) - business closing (2) = net (5)

Rehabilitation, Renovation & New Construction October 2022 through March 2023		
	Projects	Investment Value
October 2022-December 2022	2	\$73,000
January 2023-March 2023	5	\$1,123,400
Total	10	\$1,196,400

Buildings Sold October 2022 through March 2023		
	Quantity	Investment
October-December 2022	1	\$550,000
January-March 2023	2	\$960,000
Total	0	\$1,510,000

Volunteer Hours October 2022 through March 2023	
October-December 2022	1778
January-March 2023	411
Total	2,189

**Agenda, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, October 11th, 2022 @ 12:00 p.m.
CMS Office**

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter-Secretary; Lexie Heath- Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Brad Strouse; Cory Kent; Kate Dunning; Emilee Nedoba; Liaisons: Craig Berte; Cary Darrah; Carrie Eilderts; Linda Laylin; John Luzaich; Jennifer Pickar; Jessica Rucker; Kelly Stern; CHP-Rep
Staff: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – Leeper
3. Financial Report – Lynch
4. City Updates – Sheetz
5. President’s Report – Leeper
 - a. CIP
 - b. SSMID
6. Staff Report – Bear
7. Committee Reports
 - a. Please see Staff Report for committee updates
8. Liaison Reports
9. Good of the Order –
 - a. October 21: Design – Fall Clean-Up
 - b. October 22: Beer & Bacon
 - b. October 31: Trick or Treat in the District
 - c. November 1: Executive Meetings
 - d. November 2: Economic Development Meeting
 - e. November 3: Promotions Meeting
 - f. November 7: Organization Meeting
 - g. November 8: Merchant Meeting
 - h. November 8: Board Meeting
10. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

**Minutes, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, September 13th, 2022 @ 12:00 PM
CMS Office / Zoom**

Board Members: Jenny Leeper- President; Brent Johnson-Vice President; Dan Lynch- Treasurer; Ann Eastman; Wynette Froehner; Emilee Neboda; Helen Pearce; Stephanie Sheetz; Gil Schultz
Liaisons: Jennifer Pickar; Jessica Rucker; Kelly Stern
Staff: Kim Bear, Joanna Meyeraan, Cassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – Motion to Approve by Leeper, Approved By Johnson, Seconded By Pearce, All Approved
3. Financial Report – Lynch
 - a. July/August Financials – still making some minor adjustments to the Income Statement for FY23. Motion to Approve by Leeper, Approved By Pearce, Seconded By Brent, All Approved
4. City Updates – Sheetz
 - a. Railroad Crossing Elimination – The United States Department of Transportation have grants available for an 80% government funding to remove the rails and railroad crossings (more to come)
 - b. Main Street Reconstruction Project
 - c. Maintenance Items – Kim and Stephanie did a walk thru to address some areas that may need maintenance or improvement. Example: Flower Beds
 - d. Council Goal Setting (dates to come)
5. Staff Report – Bear – see attached
6. Committee Reports
 - a. Promotions
 1. ARTapalooza – changed to Sunday due to weather. May consider making this event a Sunday event. It's an opportunity to invite people down on a Sunday. Survey to go out to include Saturday or Sunday preference for this event.
 2. Girls Night Out – Fall into Downtown
 3. Holiday Hoopla – fundraiser – puzzles available to purchase for \$25
 4. New Website – working with Chris Corkery on this project. Looking for feedback on CMS website, survey to come.
 5. New Event – Block Party - moving forward with planning for Fall of 2023
 6. Hopps – Thinking of bring this event back, held 1st Thursday in April
 - b. Organization Committee
 1. Partner Thank You – wanting to go back to homemade goodies, and treat platters (sign-up sheet & more to come)

7. Liaison Reports
 - a. Main Street Waterloo – Rucker
 1. Construction Updates:
 - a. Park Ave Bridge
 - b. Lighting Project
 - c. 4th Street/11th Street Bridge
 - d. Sullivan Brothers Project
 2. Cheers to Small Business
Cedar Falls Community Main Street Director & Main Street Waterloo to collaborate and with joint effort of Kim & Jessica to host an Educational Workshop Series
8. Good of the Order
9. Important Reminders – Bear
 - a. Salt – Reminder to use special salt w/ streetscape project - there is a pallet in the CMS garage available for purchase by the bag.
 - b. Board Commitment – Important for Board Members to read, sign & return the Board Commitment Forms. Please support the mission of Community Main Street & Kim as Director, by being present & actively engaging while serving on the Board
10. Adjourn – Motion to Adjourn, Seconded by Johnson, All Adjourned.

Community Main Street Inc

Item 14.

Statement of Financial Position

As of September 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,320.32
CMS Main Checking #13920	340,065.60
CMS Money Market Operating Reserve #7004070	125,638.47
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	100.00
Total Bank Accounts	\$480,239.58
Accounts Receivable	
Accounts Receivable	5,900.00
Total Accounts Receivable	\$5,900.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$486,139.58
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-34,298.00
Equipment	67,967.08
Equipment Accum. Depreciation	-62,494.00
Total Fixed Assets	\$447,550.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$933,690.24

Community Main Street Inc

Item 14.

Statement of Financial Position

As of September 30, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
Direct Deposit Payable	0.00
FICA/Federal W/H	0.00
Gift Certificates	97,275.29
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	3,030.52
Sales Tax Payable	0.00
SBA PPP Loan	19,300.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$119,605.81
Total Current Liabilities	\$119,605.81
Long-Term Liabilities	
Loan - First National Bank	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$119,605.81
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	847,477.80
Unrestricted Fund Balance	0.00
Net Revenue	-33,393.37
Total Equity	\$814,084.43
TOTAL LIABILITIES AND EQUITY	\$933,690.24

**COMMUNITY MAIN STREET
Income Statement**

SEPTEMBER 2022

	MONTHLY BUDGET - SEPTEMBER				MONTHLY BUDGET - JULY TO SEPTEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00	0.00%	0.00	2,880.00	-2,880.00	0.00%	0.00	2,880.00	-2,880.00	0.00%
City Funding	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	12,000.00	-12,000.00	0.00%
Event Income	7,814.90	15,000.00	-7,185.10	52.10%	18,556.73	19,000.00	-443.27	97.67%	18,556.73	68,000.00	-49,443.27	27.29%
Friends/Streetscape	529.71	0.00	529.71	0.00%	657.13	0.00	657.13	0.00%	657.13	7,250.00	-6,592.87	9.06%
Grant & other Income	39.06	0.00	39.06	0.00%	701.89	6,000.00	-5,298.11	11.70%	701.89	18,000.00	-17,298.11	3.90%
SSMID	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	290,000.00	-290,000.00	0.00%
Total Revenue	\$ 8,383.67	\$ 15,000.00	-\$ 6,616.33	55.89%	\$ 19,915.75	\$ 27,880.00	-\$ 7,964.25	71.43%	\$ 19,915.75	\$ 398,130.00	-\$ 378,214.25	5.00%
Gross Profit	\$ 8,383.67	\$ 15,000.00	-\$ 6,616.33	55.89%	\$ 19,915.75	\$ 27,880.00	-\$ 7,964.25	71.43%	\$ 19,915.75	\$ 398,130.00	-\$ 378,214.25	5.00%
Expenditures												
Board Lunch Expense	48.50	240.00	-191.50	20.21%	48.50	720.00	-671.50	6.74%	48.50	2,880.00	-2,831.50	1.68%
Committee Expense	536.61	200.00	336.61	268.31%	1,565.54	3,020.00	-1,454.46	51.84%	1,565.54	18,420.00	-16,854.46	8.50%
Depreciation Expense	0.00	1,391.00	-1,391.00	0.00%	0.00	4,173.00	-4,173.00	0.00%	0.00	16,693.00	-16,693.00	0.00%
Dues and Subscriptions	743.21	500.00	243.21	148.64%	1,994.65	1,800.00	194.65	110.81%	1,994.65	7,800.00	-5,805.35	25.57%
Event Expense	10,260.38	7,000.00	3,260.38	146.58%	13,654.84	10,000.00	3,654.84	136.55%	13,654.84	37,250.00	-23,595.16	36.66%
Grant Expense	0.00	0.00	0.00	0.00%	3,564.41	0.00	3,564.41	0.00%	3,564.41	5,000.00	-1,435.59	71.29%
Insurance	0.00	0.00	0.00	0.00%	712.00	0.00	712.00	0.00%	712.00	5,339.00	-4,627.00	13.34%
Miscellaneous	236.33	150.00	86.33	157.55%	1,553.46	450.00	1,103.46	345.21%	1,553.46	2,000.00	-446.54	77.67%
Office Supplies	207.91	375.00	-167.09	55.44%	-60.77	1,125.00	-1,185.77	-5.40%	-60.77	4,500.00	-4,560.77	-1.35%
Payroll Expenses	10,677.70	8,750.00	1,927.70	122.03%	24,563.71	26,250.00	-1,686.29	93.58%	24,563.71	105,000.00	-80,436.29	23.39%
Postage and Delivery	0.00	100.00	-100.00	0.00%	120.00	300.00	-180.00	40.00%	120.00	1,900.00	-1,780.00	6.32%
Professional Fees	0.00	3,000.00	-3,000.00	0.00%	0.00	3,500.00	-3,500.00	0.00%	0.00	5,725.00	-5,725.00	0.00%
Repairs	0.00	0.00	0.00	0.00%	0.00	250.00	-250.00	0.00%	0.00	1,000.00	-1,000.00	0.00%
Snow Removal & Lawn Care	105.32	100.00	5.32	105.32%	310.64	300.00	10.64	103.55%	310.64	2,000.00	-1,689.36	15.53%
Streetscape Expense	0.00	0.00	0.00	0.00%	1,465.00	0.00	1,465.00	0.00%	1,465.00	1,000.00	465.00	146.50%
Telephone	242.06	150.00	92.06	161.37%	489.97	450.00	39.97	108.88%	489.97	1,800.00	-1,310.03	27.22%
Travel & Training	256.41	50.00	206.41	512.82%	385.17	600.00	-214.83	64.20%	385.17	4,300.00	-3,914.83	8.96%
Utilities	476.00	466.00	10.00	102.15%	1,408.00	1,398.00	10.00	100.72%	1,408.00	5,592.00	-4,184.00	25.18%
Total Expenditures	\$ 23,790.43	\$ 22,472.00	\$ 1,318.43	105.87%	\$ 51,775.12	\$ 54,336.00	-\$ 2,560.88	95.29%	\$ 51,775.12	\$ 228,199.00	-\$ 176,423.88	22.69%
Net Operating Revenue	-\$ 15,406.76	-\$ 7,472.00	-\$ 7,934.76	206.19%	-\$ 31,859.37	-\$ 26,456.00	-\$ 5,403.37	120.42%	-\$ 31,859.37	\$ 169,931.00	-\$ 201,790.37	-18.75%
Other Income	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	749.00	0.00	749.00	0.00%	749.00	0.00	749.00	0.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 749.00	\$ 0.00	\$ 749.00	0.00%	\$ 749.00	\$ 0.00	\$ 749.00	0.00%
Other Expenditures												
Program Development	0.00	1,208.00	-1,208.00	0.00%	0.00	3,624.00	-3,624.00	0.00%	0.00	14,496.00	-14,496.00	0.00%
Reinvestment Fund	0.00	3,625.00	-3,625.00	0.00%	0.00	10,875.00	-10,875.00	0.00%	0.00	43,500.00	-43,500.00	0.00%
Website Expense	2,083.00	2,083.00	0.00	100.00%	2,083.00	6,249.00	-4,166.00	33.33%	2,083.00	24,996.00	-22,913.00	8.33%
Whitewater Contribution	0.00	416.67	-416.67	0.00%	0.00	1,250.01	-1,250.01	0.00%	0.00	5,000.00	-5,000.00	0.00%
Total Other Expenditures	\$ 2,083.00	\$ 7,332.67	-\$ 5,249.67	28.41%	\$ 2,083.00	\$ 21,998.01	-\$ 19,915.01	9.47%	\$ 2,083.00	\$ 87,992.00	-\$ 85,909.00	2.37%
Net Other Revenue	-\$ 2,083.00	-\$ 7,332.67	\$ 5,249.67	28.41%	-\$ 1,334.00	-\$ 21,998.01	\$ 20,664.01	6.06%	-\$ 1,334.00	-\$ 87,992.00	\$ 86,658.00	1.52%
Net Revenue	-\$ 17,489.76	-\$ 14,804.67	-\$ 2,685.09	118.14%	-\$ 33,193.37	-\$ 48,454.01	\$ 15,260.64	68.50%	-\$ 33,193.37	\$ 81,939.00	-\$ 115,132.37	-40.51%

**CEDAR FALLS COMMUNITY MAIN STREET
"ONE-SHEET"
September 2022**

BOARD OF DIRECTORS	ECONOMIC DEVELOPMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist City funding request Staff review Attend city council meetings Deliberate business visitation program Budget October/April Bi-Annual report Main Street America Accreditation City funding request <p>Done:</p>	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist New business visits (10x) Celebrate anniversaries (5, 10, 15) Open 4 Business 2023 Promotional materials in vacant spaces Schedule bi-annual landlord/property owner meetings Public restroom Continue conversations between stakeholders and the board regarding parking <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Façade grant reviews Wayfinding within District Parking lot cleanliness & maintenance program Holiday decorating Spring Clean up Seasonal beautification <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist 35th Anniversary/annual fundraiser Partner Thank You Friends campaign (100% board participation) Main Street Iowa award nominations Volunteer recognition party Annual Meeting Flower fundraiser Sponsorship menu and restructuring Volunteer recruitment piece Program awareness through community outreach <p>Done:</p>	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Newsletter (x9) Hops Website update Kiosk maps/fliers Social Media engagement Movies Under the Moon (2) ARTapalooza Block Party Show & Shine (May) Trick or Treat Calendar of events mailing (x2) Visitor Guide/Tourism coop Holiday Hoopla <ul style="list-style-type: none"> Jingle & Mingle Breakfast with Santa Hoopla Cheer/bar crawl Baby It's Cold Outside Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa Sturgis Falls Parade <p>Done:</p> <ul style="list-style-type: none"> Movies Under the Moon (4) Newsletter (3) 	<p>Focus:</p> <ul style="list-style-type: none"> Sidewalk Sales (Sturgis) Beer & Bacon Fall Girls' Night Out Downtown Ingredients Small Business Saturday Jingle & Mingle January Blowout Sales Spring Shop Hop Spring Girls' Night Out <p>Done:</p>

**Community Main Street
Director's Staff Report for September 2022:**

Committees:

- **Promotion/Retail/Nightlife** Holiday Hoopla, Movies Under the Moon, ARTapalooza, Main Street Madness, Beer & Bacon
- **Design** – received updates on character district code as well as the railroad grant opportunity
- **Economic Development** –market study group
- **Organization & Development** –Partner Thank You
- **Board** – Support of all that is going on

Staff Activities:

- Event planning, facilitation, support, and oversight of the following events: ARTapalooza, Girls' Night Out, Beer & Bacon, Main Street Madness
- Submitted the 2022 Challenge Grant
- Exec met with Ron Gaines
- Assisted in the planning of the CFCF Peter Melendy award ceremony and attended as a board member
- Presented at the monthly Cultural & Entertainment District meeting
- Attended the phase 1 of Streetscape walk through with city staff
- ARTapalooza event set-up and moved the event to Sunday, coordinated with all our downtown partners as well as city staff
- Organization committee meeting
- Monthly merchant meeting
- Main Street Leadership Webinar series
- Working with Waterloo Main Street to join forces on Cheers to Small business events
- Met with public works to discuss Downtown maintenance of flower beds, parking lots and ongoing responsibilities
- Main Street Madness coordination meeting
- Design Meeting
- Talk to Me Technologies used our conference room for a meeting
- Main Street Iowa's Robin Bostrum came to facilitate the last leg of the Market Study and Strategies
- Met with Mayor Green and CHP President as well as CFCF director to explore what the removal of the railroad could include and look like
- Met with a new group of CAPS associates to discuss a new project in relation to Murals in the District
- Met with Jayden Moore who is looking to resurrect Cedar Valley Young Professionals as well as start a small business coalition as well
- Conducted our annual fire extinguisher inspection
- Met with the CFEDC to discuss parking ramp options and next steps
- Conducted our first Block Party Planning Committee meeting
- Met with Mark Holton from OnMedia for Hoopla marketing
- Cassidy and Kim attended the UNI TownHall for Community Engagement meeting
- Attended the City Council Special Meeting in regard to the railroad grant
- Attended the Cedar Valley Coalition meeting
- Attended the Water trial ribbon cutting at Washington Park
- Attended the ribbon cutting at First Bank for their wonderful renovation project
- Helped with setup for Main Street Madness, a collaboration event with UNI and River Place Plaza
- Kim was asked to join the Cedar Falls Community Theatre manager search committee
- Pink Ribbon Run committee meeting
- Hosted Pink Ribbon Run Packet Pick-up at the office
- Cassidy - Girls' Night Out planning meeting
- Met with Promotions committee
- Beer & Bacon planning meeting
- Holiday Hoopla committee meeting
- Monthly merchant meeting
- ARTapalooza planning committee meeting pulling together the final details
- Met with the economic development chair
- Coordination meeting with Stephanie Sheetz
- Coordinated waterers for the flower baskets

Kim's hours worked: 214.25 hours

Joanna's hours worked: 97.75

Kassidy's hours worked: 151

September Volunteer hours: TBD

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting, City Council Meeting, Pink Ribbon Run committee meeting, Cedar Falls Community Foundation Awards

Staff Priorities for the next month: Social media planning, website redesign, Fall event planning, Holiday Hoopla, research into grant programs in other Main Street communities

**Agenda, Community Main Street, Inc.
Board of Directors Meeting Tuesday,
November 8th, 2022 @ 12:00p.m.
CMS Office**

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter- Secretary; Lexie Heath- Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Brad Strouse; Cory Kent; Kate Dunning; Emilee Nedoba; Liaisons: Craig Berte; Cary Darrah; Carrie Eilderts; Linda Laylin; John Luzaich; Jessica Rucker; Kelly Stern; CHP-Rep Other: Jennifer Pickar
Staff: Kim Bear, Joanna Meyeraan; Cassidy Tessendorf

-
1. Welcome, Call to Order – Leeper
 2. Approval of Minutes – Leeper
 3. Financial Report – Lynch
 4. City Updates – Sheetz
 5. Tourism Update – Jennifer Pickar
 6. President’s Report – Leeper
 - a. Accreditation
 - b. SSMID
 7. Staff Report – Bear
 - a. 990
 - b. Partner Thank You
 - c. Biannual Report
 8. Committee Reports
 - a. Please see Staff Report for committee updates
 9. Liaison Reports
 10. Good of the Order –
 - a. November 8: Board Meeting
 - b. November 10-12: Downtown Ingredients
 - c. November 15 & 16: Deck the Falls
 - d. November 22: Partner Thank you
 - e. November 25: Holiday Hoopla Kickoff
 - f. November 26: Small Business Saturday
 - g. December 1: Promotions Meeting
 - h. December 1: Jingle & Mingle – Trolley rides and Santa is in his workshop
 - i. December 3: Breakfast at the North Pole – Santa is in his workshop after breakfast
 - j. December 5: Organization Committee
 - k. December 6: Exec Committee
 - l. December 7: Economic Development Committee
 - m. December 8-10: Eat, Drink and Be Merry
 - n. December 8: Santa is in his workshop and Trolley rides
 11. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

**Minutes, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, October 11th, 2022 @ 12:00 p.m.
CMS Office & Zoom**

Board Members Present: Jenny Leeper - President; Brent Johnson - Vice President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Cory Kent; Kate Dunning; Emilee Nedoba; Liaisons: Carrie Eilderts; Luke Andreasen

Staff Present: Kim Bear, Joanna Meyeraan

-
1. Welcome, Call to Order – Leeper
 2. Approval of Minutes – Motion to approved by Leeper, approved by Brent, seconded by Helen, all approved.
 3. Financial Report – Bear (for Lynch) motion to approve by Leeper, approved by Helen, seconded by Brent, all approved.
 - a. Budget – FY23 cleanup so it’s not necessarily all by monthly amounts.
 1. Income Statement & Budget will take on a new look
 - a. New line item – possibly add in a new line item for Décor (flowers, flowerpots, lighting, etc.)
 - b. Holiday Lighting – not necessarily “Holiday Hoopla”, the lights go up around mid – October and are enjoyed the whole season. Holiday Hoopla is more about the programs and events than décor.
 1. Cost – has increased to almost \$7000 as quoted by Wapsie Pines for the Holiday Lighting, they do approx. 1 large tree per block.
 - b. Savings Account – Holiday Hoopla
 4. City Updates – Sheetz
 - a. River Project – resubmitted to EDA and hoping for EDA project approval to start the bidding process which takes approximately 2 months, so it’ll be possibly January or after before any work begins.
 - b. Main Street Reconstruction Update – Luke Andreasen here today to discuss/present project info.
 - c. Updated Kiosk – Black Hawk Gaming recognition
 - d. Council Goal Setting – November 15, 17, & 22nd at the Community Center from 4-8 pm. Goal setting will include Projects, Priorities, FY Goals, and Budget.
 - e. Downtown Code
 1. Site Plan Review Process – Admin review allowed for all downtown projects
 2. Parking
 3. The downtown code is holding up all other areas of focus in Cedar Falls
 - f. Dreamhouse – new artwork near The Plaza has been lit
 - g. Skateboard Guards – been challenging to install
 - h. Parking Ramp – continuing discussion regarding parking including property acquisition & location
 5. Main Street Reconstruction Update –

Presentation by Luke Andresen from the Engineering Department

 - a. Project overview –
 1. from 6th to almost University Avenue
 2. from 4 lanes to 3 lanes with a middle turn lane, bike lanes and sidewalks on both sides

3. 18th Street will accommodate larger vehicles for fire and emergency
 - b. Website: cedarfallsmainstreetproject.com/
 - c. Gateway Feature – entrance of district between 6th & 7th Street
 - d. Phase 1 & 2 should start Spring of 2023 and will do whole project/phase before moving on to the next phase. Phase 3 & 4 will not start until 2024.
 - e. Traffic – there should be 2-way traffic still throughout most of the entire project, minus the Seerley area which will need to be a hard close to complete.
 - f. Railroad Grant – application process takes approx. 3 – 4 months, this is the first year of a 5-year program
6. President's Report – Leeper
 - a. CIP – Kim to make adjustments, (such as continue to support railroad grant, parking, development, public restroom, promotional kiosk, Etc.) and send it out for approval / revisions from Board
Kim's Goal: November 1st
 - b. SSMID – Rate is unchanged. Important piece of how CMS runs.
 7. Staff Report – Bear
 - a. MSI – quarterly report
 - b. Biannual Report – due to the City at the end of the month
 - c. MSI Workshop – Kim in Spencer Iowa
 8. Committee Reports – Bear
 - a. Organization: Partner Thank You's
Looking for Board to help provide/make homemade goodies. 70 dozen requested for November 22nd Delivery
 - b. Economic Development – Discussion regarding Re-investment Grants
 - c. Promotions:
New Downtown Event "Block Party" – first meeting was held, and a date was established of September 23, 2023
HOPS returning in 2023
 - d. Design: Fall Clean – Up
taking place on Friday October 21st with the Design Committee in place of their regular October meeting. Sign-Up for 11 AM, 12 PM, or 1 PM shifts.
 - e. Board: Jennifer Pickar from Tourism to come speak at the November Board Meeting
 9. Liaison Reports
 - a. Historical Society – Eilderts
The Ice-House will be closing soon for the winter season
 10. Good of the Order
 11. Adjourn – Motion to adjourn, approved by Dunning, seconded by Johnson, all adjourned.

Community Main Street Inc

Item 14.

Statement of Financial Position

As of October 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CD #2 at First Bank 8059438	25,000.00
CD at First Bank 8059420	25,000.00
CMS Capital Improvement Fund #7034754	14,323.36
CMS Main Checking #13920	208,806.73
CMS Money Market Operating Reserve #7004070	198,107.47
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	100.00
Total Bank Accounts	\$471,452.75
Accounts Receivable	
Accounts Receivable	6,750.00
Total Accounts Receivable	\$6,750.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	1,100.00
Total Other Current Assets	\$1,100.00
Total Current Assets	\$479,302.75
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-34,298.00
Equipment	67,967.08
Equipment Accum. Depreciation	-62,494.00
Total Fixed Assets	\$447,550.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$926,853.41

Community Main Street Inc

Item 14.

Statement of Financial Position

As of October 31, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
Direct Deposit Payable	0.00
FICA/Federal W/H	0.00
Gift Certificates	95,640.46
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	2,132.31
Sales Tax Payable	0.00
SBA PPP Loan	19,300.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$117,072.77
Total Current Liabilities	\$117,072.77
Long-Term Liabilities	
Loan - First National Bank	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$117,072.77
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	847,377.80
Unrestricted Fund Balance	0.00
Net Revenue	-37,597.16
Total Equity	\$809,780.64
TOTAL LIABILITIES AND EQUITY	\$926,853.41

**COMMUNITY MAIN STREET
Income Statement
OCTOBER 2022**

	MONTHLY BUDGET - OCTOBER				MONTHLY BUDGET - JULY TO OCTOBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00	0.00%	0.00	2,880.00	-2,880.00	0.00%	0.00	2,880.00	-2,880.00	0.00%
City Funding	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	12,000.00	-12,000.00	0.00%
Event Income	10,239.94	5,000.00	5,239.94	204.80%	29,079.84	24,000.00	5,079.84	121.17%	29,079.84	68,000.00	-38,920.16	42.76%
Friends/Streetscape	428.71	0.00	428.71	0.00%	1,085.84	0.00	1,085.84	0.00%	1,085.84	7,250.00	-6,164.16	14.98%
Grant & other Income	57.16	0.00	57.16	0.00%	759.05	6,000.00	-5,240.95	12.65%	759.05	18,000.00	-17,240.95	4.22%
SSMID	0.00	130,000.00	-130,000.00	0.00%	0.00	130,000.00	-130,000.00	0.00%	0.00	290,000.00	-290,000.00	0.00%
Total Revenue	\$ 10,725.81	\$ 135,000.00	-\$ 124,274.19	7.95%	\$ 30,924.73	\$ 162,880.00	-\$ 131,955.27	18.99%	\$ 30,924.73	\$ 398,130.00	-\$ 367,205.27	7.77%
Gross Profit	\$ 10,725.81	\$ 135,000.00	-\$ 124,274.19	7.95%	\$ 30,924.73	\$ 162,880.00	-\$ 131,955.27	18.99%	\$ 30,924.73	\$ 398,130.00	-\$ 367,205.27	7.77%
Expenditures												
Board Lunch Expense	224.98	240.00	-15.02	93.74%	273.48	960.00	-686.52	28.49%	273.48	2,880.00	-2,606.52	9.50%
Committee Expense	682.45	400.00	282.45	170.61%	2,172.52	3,420.00	-1,247.48	63.52%	2,172.52	18,420.00	-16,247.48	11.79%
Depreciation Expense	0.00	1,391.00	-1,391.00	0.00%	0.00	5,564.00	-5,564.00	0.00%	0.00	16,692.00	-16,692.00	0.00%
Dues and Subscriptions	1,293.19	500.00	793.19	258.64%	3,287.84	2,300.00	987.84	142.95%	3,287.84	7,800.00	-4,512.16	42.15%
Event Expense	1,619.37	3,000.00	-1,380.63	53.98%	15,568.28	13,000.00	2,568.28	119.76%	15,568.28	37,250.00	-21,681.72	41.79%
Grant Expense	0.00	0.00	0.00	0.00%	3,564.41	0.00	3,564.41	0.00%	3,564.41	5,000.00	-1,435.59	71.29%
Insurance	0.00	0.00	0.00	0.00%	712.00	0.00	712.00	0.00%	712.00	5,339.00	-4,627.00	13.34%
Miscellaneous	75.12	150.00	-74.88	50.08%	1,593.15	600.00	993.15	265.53%	1,593.15	2,000.00	-406.85	79.66%
Office Supplies	359.03	375.00	-15.97	95.74%	298.26	1,500.00	-1,201.74	19.88%	298.26	4,500.00	-4,201.74	6.63%
Payroll Expenses	8,952.63	8,750.00	202.63	102.32%	33,516.34	35,000.00	-1,483.66	95.76%	33,516.34	105,000.00	-71,483.66	31.92%
Postage and Delivery	360.00	100.00	260.00	360.00%	480.00	400.00	80.00	120.00%	480.00	1,900.00	-1,420.00	25.26%
Professional Fees	0.00	225.00	-225.00	0.00%	0.00	3,725.00	-3,725.00	0.00%	0.00	5,725.00	-5,725.00	0.00%
Repairs	658.54	250.00	408.54	263.42%	658.54	500.00	158.54	131.71%	658.54	1,000.00	-341.46	65.85%
Seasonal Expenses	0.00	0.00	0.00	0.00%	1,465.00	0.00	1,465.00	0.00%	1,465.00	11,000.00	-9,535.00	13.32%
Snow Removal & Lawn Care	105.32	100.00	5.32	105.32%	415.96	400.00	15.96	103.99%	415.96	2,000.00	-1,584.04	20.80%
Telephone	241.84	150.00	91.84	161.23%	731.81	600.00	131.81	121.97%	731.81	1,800.00	-1,068.19	40.66%
Travel & Training	266.25	500.00	-233.75	53.25%	651.42	1,100.00	-448.58	59.22%	651.42	4,300.00	-3,648.58	15.15%
Utilities	466.00	466.00	0.00	100.00%	1,874.00	1,864.00	10.00	100.54%	1,874.00	5,592.00	-3,718.00	33.51%
Total Expenditures	\$ 15,304.72	\$ 16,597.00	-\$ 1,292.28	92.21%	\$ 67,263.01	\$ 70,933.00	-\$ 3,669.99	94.83%	\$ 67,263.01	\$ 238,198.00	-\$ 170,934.99	28.24%
Net Operating Revenue	-\$ 4,578.91	\$ 118,403.00	-\$ 122,981.91	-3.87%	-\$ 36,338.28	\$ 91,947.00	-\$ 128,285.28	-39.52%	-\$ 36,338.28	\$ 159,932.00	-\$ 196,270.28	-22.72%
Other Revenue												
Other Income	75.12	0.00	75.12	0.00%	824.12	0.00	824.12	0.00%	824.12	0.00	824.12	0.00%
Total Other Revenue	\$ 75.12	\$ 0.00	\$ 75.12	0.00%	\$ 824.12	\$ 0.00	\$ 824.12	0.00%	\$ 824.12	\$ 0.00	\$ 824.12	0.00%
Other Expenditures												
Website Expense	0.00	2,083.00	-2,083.00	0.00%	2,083.00	8,332.00	-6,249.00	25.00%	2,083.00	24,996.00	-22,913.00	8.33%
Total Other Expenditures	\$ 0.00	\$ 2,083.00	-\$ 2,083.00	0.00%	\$ 2,083.00	\$ 8,332.00	-\$ 6,249.00	25.00%	\$ 2,083.00	\$ 24,996.00	-\$ 22,913.00	8.33%
Net Other Revenue	\$ 75.12	-\$ 2,083.00	\$ 2,158.12	-3.61%	-\$ 1,258.88	-\$ 8,332.00	\$ 7,073.12	15.11%	-\$ 1,258.88	-\$ 24,996.00	\$ 23,737.12	5.04%
Net Revenue	-\$ 4,503.79	\$ 116,320.00	-\$ 120,823.79	-3.87%	-\$ 37,597.16	\$ 83,615.00	-\$ 121,212.16	-44.96%	-\$ 37,597.16	\$ 134,936.00	-\$ 172,533.16	-27.86%

**Community Main Street
Director's Staff Report for October 2022:**

Committees:

- **Promotion/Retail/Nightlife** Holiday Hoopla, Trick or Treat, Beer & Bacon, Small Business Saturday
- **Design** – Downtown clean up with some Design committee members
- **Economic Development** –discussed reinvestment grant opportunities
- **Organization & Development** –Partner Thank You
- **Board** – Support of all that is going on

Staff Activities:

- Event planning, facilitation, support, and oversight of the following events: Girls' Night Out, Beer & Bacon, Pink Ribbon Run
- Worked with volunteers to remove the flower baskets for the season
- Attended a meeting with local advocates for the CAPS program and State Representatives
- Visioning meeting with other local leaders and good humans
- Discussed budget items with Dan Lynch
- Met with UNI Welcome Week Crew to discuss how to do things better next year to welcome the students
- Talked with Melody Parker from the Courier about Beer & Bacon
- Rescheduled Cheers to Small Business due to low numbers
- Reconvened the Hops committee to bring this event back in 2023
- Attended the CFEDC Board of Directors meeting as a liaison
- Kim attended the Main Street Iowa Workshop in Spencer, Iowa
- Buddy the Elf, Julie Shimek, and Cassidy gathered promotional videos as well as asked businesses to support Hoopla
- HH volunteers also worked on getting people to sign up for the Window Wonderland Contest
- District website and brand discussion with our Creative Director Chris Corkery
- Met with Cedar Falls Tourism, Volunteer Center of the Cedar Valley, and Experience Waterloo folks to talk about the future of Volunteers on Tap
- Hosted a group of 12 people from Ottumwa as they heard about and toured the River Place Development
- Met with the Police Department to discuss the Holiday Hoopla Kickoff event and having proper help with traffic flow
- Organization Committee meeting
- Monthly Merchant Meeting
- Main Street Leadership Webinar series
- Design Committee members spent their meeting time cleaning up downtown leaves and garbage
- Continue to meet with CAPS Associates to discuss a new project in relation to Murals in the District
- Conducted our second Block Party Planning Committee meeting
- Attended the Cedar Valley Coalition meeting
- Hosted Pink Ribbon Run Packet Pick-up at the office
- Met with Promotions committee
- Beer & Bacon was held
- Holiday Hoopla Committee meeting
- Holiday Hoopla Decorating Committee meeting
- Met with the Economic Development chair
- Coordination meeting with Stephanie Sheetz
- Coordinating all things related to Holiday Hoopla including but not limited to: sponsorships, light displays, kickoff decorations, garland ordering, lining up marketing, ordering all supplies
- Downtown Ingredients coordination of recipes for year 7 of the event

Kim's hours worked: 179.75

Joanna's hours worked: 104.25

Kassidy's hours worked: 127

October Volunteer hours: TBD

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting, City Council Meeting

Staff Priorities for the next month: social media planning, website redesign, Holiday Hoopla, research into grant programs in other Main Street communities

**CEDAR FALLS COMMUNITY MAIN STREET
“ONE-SHEET”
October 2022**

BOARD OF DIRECTORS	ECONOMIC DEVELOPMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist City funding request Staff review Attend city council meetings Deliberate business visitation program Budget April Bi-Annual report Main Street America Accreditation <p>Done:</p> <ul style="list-style-type: none"> October Bi-Annual report 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist New business visits (10x) Celebrate anniversaries (5, 10, 15) Open 4 Business 2023 Promotional materials in vacant spaces Schedule bi-annual landlord/property owner meetings Public restroom Continue conversations between stakeholders and the board regarding parking <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Façade grant reviews Wayfinding within District Parking lot cleanliness & maintenance program Holiday decorating Spring Clean up Seasonal beautification <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 Fall Clean-up 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist 35th Anniversary/annual fundraiser Partner Thank You Friends campaign (100% board participation) Main Street Iowa award nominations Volunteer recognition party Annual Meeting Flower fundraiser Sponsorship menu and restructuring Volunteer recruitment piece Program awareness through community outreach <p>Done:</p>	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Newsletter (x8) Hops Website update Kiosk maps/fliers Social Media engagement Block Party Show & Shine (May) Calendar of events mailing (x2) Visitor Guide/Tourism coop Holiday Hoopla <ul style="list-style-type: none"> Jingle & Mingle Breakfast with Santa Hoopla Cheer/bar crawl Baby It's Cold Outside Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa Sturgis Falls Parade <p>Done:</p> <ul style="list-style-type: none"> Movies Under the Moon (6) Newsletter (4) ARTapalooza Trick or Treat 	<p>Focus:</p> <ul style="list-style-type: none"> Sidewalk Sales (Sturgis) Downtown Ingredients Small Business Saturday Jingle & Mingle January Blowout Sales Spring Shop Hop Spring Girls' Night Out <p>Done:</p> <ul style="list-style-type: none"> Beer & Bacon Fall Girls' Night Out

**Agenda, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, December 13th, 2022 @ 12:00pm**

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter – Secretary; Lexie Heath - Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Brad Strouse; Cory Kent, Kate Dunning; Emilee Nedoba; Liaisons: Cary Darrah; Carrie Eilderts; Gil Schultz; John Luzaich; Jessica Rucker; Kelly Stern; Linda Laylin; Mark Howard; CHP – Rep; Staff: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – Leeper
3. Financial Report – Lynch
4. City Updates – Sheetz
5. President’s Report – Leeper
 - a. Accreditation Checklist
6. Staff Report – Bear
7. Committee Reports
 - a. Please see Staff Report for committee updates
8. Liason Reports
9. Good of the Order –
 - a. December 15: Baby It’s Cold Outside / Santa’s Workshop & Trolley Rides
 - b. December 17: Movie Magic – “The Santa Clause” / Santa’s Workshop & Trolley Rides
 - c. December 22: Reindeer Games / Santa’s Workshop & Trolley Rides
 - d. December /January Date/Time TBD: Organization
 - e. January 3: Executive Meetings
 - f. January 4: Economic Development Meeting
 - g. January 5: Promotions Meeting

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

**Minutes, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, November 8th, 2022 @ 12:00pm**

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Lexie Heath- Past President; Wynette Froehner; Helen Pearce; Stephanie Sheetz; Kate Dunning; Emilee Nedoba;
Liaisons: Cary Darrah; Carrie Eilderts Other: Jennifer Pickar – CF Tourism; Cory Hurless – Hearst Center
Staff: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – motion to approve by Leeper, approved by Dunning, seconded by Lynch, all approved
3. Financial Report – motion to approve by Lynch, Heath approved, seconded by Pearce, all approved
 - a. Moved some money around. Bylaws require 3 months in Reserve. We have 6 months \$120,000. Holiday Hoopla Fund \$15000. White Water \$5000. 5 % for New Program Development \$14500. 15% of SSMID for reinvestment grants \$43500.
 - b. The Streetscape line was changed to Seasonal, and the budget was bumped up to include the holiday lights and flowers.
 - c. October showed a loss, but we are waiting on SSMID funds to come in. Overall, we are looking very good for the year.
4. Introductions – Board of Directors, CMS Staff

Cory Hurless – New Cultural Programs Director at the Hearst Center for the Arts. Relocated here from Austin Texas.
5. City Updates – Sheetz
 - a. Cedar River Project – out for bids, public hearing at council last night, hoping prices will come down. To reduce the cost, they did modify the trails, but nothing has changed in the river. To do so would have required a new permit, which took 2 years to get. USEDA grant was received. There will be admin expenses with grant. We will be allowing for a longer window from start to completion, and contractor will be able to choose when to start. Approximate estimate is 2-3 months where project will affect trails when doing the river work.
 - b. Public Art Council

Main Street Mural – Ceremony at 11am on Friday November 11th
New Student Art was installed last week
6. Tourism Update – Jennifer Pickar
 - a. Cedar Falls Visitors Bureau is a division of the city, all employees are city employees. They have a board, and liaisons
 - b. Visitor guides – approximately 30,000 are mailed/distributed annually to Iowa Welcome Centers
 - c. Website – Landing Pages (All of these landing pages speak of Downtown)
Attracting Leisure Visitors- November & December Feature – Holiday Hoopla
Niche Markets - Biking/Outdoor Recreation
Partnering with CMS to update pictures for advertising/marketing
Travel Influencers
University of Northern Iowa - Parent Visitor Days
 - d. Ongoing Outreach
Visitor Guides – Printed one time per year, approximately 30,000 are mailed/distributed annually to Iowa Welcome Centers
Social Media, Website, Event Calendar
Newsletter – Monthly
Cedar Valley 365 – events all in 1 spot
 - e. Visitors Center
Hours: Open Monday thru Friday (closed on the weekends), Giftshop. Will continue to look at weekend hours, and track traffic daily or over the weekends, but right now not enough foot traffic to justify staffing. 24/7 access to the brochures.
Adam Bollinger – Sales, serves on the Promo Committee at CMS, supports Youth Athletics

- f. November is the busiest month for tourism. Small locally owned businesses make us unique
- g. Event Promotion
- h. Arrival list Data - Purchased Data they can use to compare with other cities and see where people are coming from
- i. Report – Hotel occupancy by date, the largest overnight months are October, November, and June. Hotels have rebounded & stabled out. Hotel Tax/AirBnb – are supposed to be collecting tax
- j. Travel Iowa – Discussion about “the best” list. They try their best to represent the entire state, so it’s more about rotating communities thru verses being “the best”, it’s all about spreading the love. Cedar Falls has been on this before.

Website: cedarfallstourism.org

*Facebook Group: (*private hospitality industry)*

Facebook.com/groups/cedarfallstourismpartners

Instagram: Instagram.com/CedarFallsIowa

Facebook: Facebook.com/CedarFallsIowa

- 7. President’s Report – Leeper
 - a. Accreditation – Main Street Iowa / Main Street America
Please review and familiarize yourself with the document attached, so we can work on this at the December Board Meeting. Due in January, and submitted by Kim Bear
 - b. SSMID
Rate – Unchanged, 2026 – next renewal
- 8. Staff Report – Bear
 - a. 990 – Renee from BerganKDV – available for review
 - b. Partner Thank You – Organization to take homemade goodies to our partners that we work with throughout the year. Ex: city (Police, Fire) CFU, Financial Institutions (places that sell gift certificates)
 - c. Biannual Report – submittal later in the year
 - d. MSI Report – recording went from monthly to quarterly submission
- 9. Committee Reports
 - a. Deck the Falls - Design & Holiday Hoopla, Volunteers & Staff to decorate the downtown
 - b. Promotions - Bi-annual postcard w/ events (refrigerator reminder) sent out to every address in Cedar Falls
 - c. Reinvestment Grants - new and existing business’ use to help revamp business
 - d. Website Redo - Chris Corkery
 - e. Raygun – Tshirt Proceeds from Deck the Halls go to CMS
 - f. Holiday Hoopla Fundraiser - \$25 / each – 2 types of puzzles available for sale
 - g. Downtown Ingredients – 7 years
- 10. Liaison Reports
 - Darrah – Grow Cedar Valley
Spoke on Destination Iowa Grant being submitted recently, and their downtown white-water course. 2 new hires, including a Communications Director to help brand & elevate entire community. Spoke on Livability Magazine *compliments the visitor guide. CF & Waverly, Cedar Valley Fact Sheet just updated and available on Website.
 - Eilderts – CF Historical Society
Victorian House open thru December 16th, current exhibit CF Ice Houses
- 11. Good of the Order
- 12. Adjourn – motion to adjourn by Leeper, approved by Heath, seconded by Dunning, all approved

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Inc

Item 14.

Statement of Financial Position

As of November 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CD #2 at First Bank 8059438	25,000.00
CD at First Bank 8059420	25,000.00
CMS Capital Improvement Fund #7034754	14,326.30
CMS Main Checking #13920	335,542.46
CMS Money Market Operating Reserve #7004070	198,188.86
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	-38.71
Petty Cash	100.00
Total Bank Accounts	\$598,234.10
Accounts Receivable	
Accounts Receivable	3,200.00
Total Accounts Receivable	\$3,200.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$601,434.10
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-34,298.00
Equipment	67,967.08
Equipment Accum. Depreciation	-62,494.00
Total Fixed Assets	\$447,550.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$1,048,984.76

Community Main Street Inc

Item 14.

Statement of Financial Position

As of November 30, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
Direct Deposit Payable	0.00
FICA/Federal W/H	0.00
Gift Certificates	92,076.69
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	2,756.25
Sales Tax Payable	0.00
SBA PPP Loan	19,300.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$114,132.94
Total Current Liabilities	\$114,132.94
Long-Term Liabilities	
Loan - First National Bank	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$114,132.94
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	847,377.80
Unrestricted Fund Balance	0.00
Net Revenue	87,474.02
Total Equity	\$934,851.82
TOTAL LIABILITIES AND EQUITY	\$1,048,984.76

**COMMUNITY MAIN STREET
Income Statement
NOVEMBER 2022**

	MONTHLY BUDGET - NOVEMBER				MONTHLY BUDGET - JULY TO NOVEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00	0.00%	0.00	2,880.00	-2,880.00	0.00%	0.00	2,880.00	-2,880.00	0.00%
City Funding	9,000.00	6,000.00	3,000.00	150.00%	9,000.00	6,000.00	3,000.00	150.00%	9,000.00	12,000.00	-3,000.00	75.00%
Event Income	11,491.78	15,000.00	-3,508.22	76.61%	40,471.62	39,000.00	1,471.62	103.77%	40,471.62	68,000.00	-27,528.38	59.52%
Friends/Streetscape	214.52	0.00	214.52	0.00%	1,300.36	0.00	1,300.36	0.00%	1,300.36	7,250.00	-5,949.64	17.94%
Grant & other Income	84.33	6,000.00	-5,915.67	1.41%	843.38	12,000.00	-11,156.62	7.03%	843.38	18,000.00	-17,156.62	4.69%
SSMID	146,722.29	20,000.00	126,722.29	733.61%	146,722.29	150,000.00	-3,277.71	97.81%	146,722.29	290,000.00	-143,277.71	50.59%
Total Revenue	\$ 167,512.92	\$ 47,000.00	\$ 120,512.92	356.41%	\$ 198,337.65	\$ 209,880.00	-\$ 11,542.35	94.50%	\$ 198,337.65	\$ 398,130.00	-\$ 199,792.35	49.82%
Gross Profit	\$ 167,512.92	\$ 47,000.00	\$ 120,512.92	356.41%	\$ 198,337.65	\$ 209,880.00	-\$ 11,542.35	94.50%	\$ 198,337.65	\$ 398,130.00	-\$ 199,792.35	49.82%
Expenditures												
Board Lunch Expense	115.00	240.00	-125.00	47.92%	388.48	1,200.00	-811.52	32.37%	388.48	2,880.00	-2,491.52	13.49%
Committee Expense	3,394.64	5,000.00	-1,605.36	67.89%	5,567.16	8,420.00	-2,852.84	66.12%	5,567.16	18,420.00	-12,852.84	30.22%
Depreciation Expense	0.00	1,391.00	-1,391.00	0.00%	0.00	6,955.00	-6,955.00	0.00%	0.00	16,692.00	-16,692.00	0.00%
Dues and Subscriptions	3,298.35	1,500.00	1,798.35	219.89%	6,597.59	3,800.00	2,797.59	173.62%	6,597.59	7,800.00	-1,202.41	84.58%
Event Expense	15,972.64	10,000.00	5,972.64	159.73%	31,591.92	23,000.00	8,591.92	137.36%	31,591.92	37,250.00	-5,658.08	84.81%
Grant Expense	0.00	2,500.00	-2,500.00	0.00%	3,564.41	2,500.00	1,064.41	142.58%	3,564.41	5,000.00	-1,435.59	71.29%
Insurance	0.00	0.00	0.00	0.00%	712.00	0.00	712.00	0.00%	712.00	5,339.00	-4,627.00	13.34%
Miscellaneous	0.00	150.00	-150.00	0.00%	1,593.15	750.00	843.15	212.42%	1,593.15	2,000.00	-406.85	79.66%
Office Supplies	162.30	375.00	-212.70	43.28%	460.56	1,875.00	-1,414.44	24.56%	460.56	4,500.00	-4,039.44	10.23%
Payroll Expenses	10,213.57	8,750.00	1,463.57	116.73%	43,729.91	43,750.00	-20.09	99.95%	43,729.91	105,000.00	-61,270.09	41.65%
Postage and Delivery	0.00	500.00	-500.00	0.00%	480.00	900.00	-420.00	53.33%	480.00	1,900.00	-1,420.00	25.26%
Professional Fees	0.00	0.00	0.00	0.00%	0.00	3,725.00	-3,725.00	0.00%	0.00	5,725.00	-5,725.00	0.00%
Repairs	0.00	0.00	0.00	0.00%	658.54	500.00	158.54	131.71%	658.54	1,000.00	-341.46	65.85%
Seasonal Expenses	6,331.00	7,000.00	-669.00	90.44%	7,796.00	7,000.00	796.00	111.37%	7,796.00	11,000.00	-3,204.00	70.87%
Snow Removal & Lawn Care	25.00	200.00	-175.00	12.50%	440.96	600.00	-159.04	73.49%	440.96	2,000.00	-1,559.04	22.05%
Telephone	121.84	150.00	-28.16	81.23%	853.65	750.00	103.65	113.82%	853.65	1,800.00	-946.35	47.43%
Travel & Training	0.00	50.00	-50.00	0.00%	651.42	1,150.00	-498.58	56.65%	651.42	4,300.00	-3,648.58	15.15%
Utilities	466.00	466.00	0.00	100.00%	2,340.00	2,330.00	10.00	100.43%	2,340.00	5,592.00	-3,252.00	41.85%
Total Expenditures	\$ 40,100.34	\$ 38,272.00	\$ 1,828.34	104.78%	\$ 107,425.75	\$ 109,205.00	-\$ 1,779.25	98.37%	\$ 107,425.75	\$ 238,198.00	-\$ 130,772.25	45.10%
Net Operating Revenue	\$ 127,412.58	\$ 8,728.00	\$ 118,684.58	1459.81%	\$ 90,911.90	\$ 100,675.00	-\$ 9,763.10	90.30%	\$ 90,911.90	\$ 159,932.00	-\$ 69,020.10	56.84%
Other Revenue												
Other Income	0.00	0.00	0.00	0.00%	824.12	0.00	824.12	0.00%	824.12	0.00	824.12	0.00%
Total Other Revenue	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 824.12	\$ 0.00	\$ 824.12	0.00%	\$ 824.12	\$ 0.00	\$ 824.12	0.00%
Other Expenditures												
Other Expenses	96.00	0.00	96.00	0.00	96.00	0.00	96.00	0.00%	96.00	0.00	96.00	0.00%
Website Expense	2,083.00	2,083.00	0.00	100.00%	4,166.00	10,415.00	-6,249.00	40.00%	4,166.00	24,996.00	-20,830.00	16.67%
Total Other Expenditures	\$ 2,179.00	\$ 2,083.00	\$ 96.00	104.61%	\$ 4,262.00	\$ 10,415.00	-\$ 6,153.00	40.92%	\$ 4,262.00	\$ 24,996.00	-\$ 20,734.00	17.05%
Net Other Revenue	\$ 2,719.00	-\$ 2,083.00	\$ 96.00	104.61%	-\$ 3,437.88	-\$ 10,415.00	\$ 6,977.12	33.01%	-\$ 3,437.88	-\$ 24,996.00	\$ 21,558.12	13.75%
Net Revenue	\$ 125,233.58	\$ 6,645.00	\$ 118,588.58	1884.63%	\$ 87,474.02	\$ 90,260.00	-\$ 2,785.98	96.91%	\$ 87,474.02	\$ 134,936.00	-\$ 47,461.98	64.83%

**Community Main Street
Director's Staff Report for November 2022:**

Committees:

- **Promotion/Retail/Nightlife** Holiday Hoopla, Downtown Ingredients, Small Business Saturday
- **Design** – Deck the Falls
- **Economic Development** – did not meet
- **Organization** – Partner Thank You
- **Board – Support of all that is going on**

Staff Activities:

- Event planning, facilitation, support, and oversight of the following events: Downtown Ingredients, Partner Thank you, Holiday Hoopla Kickoff, Small Business Saturday, Window Wonderland Contest
- Worked with volunteers to decorate Downtown for the holidays
- Discussed budget items with Dan Lynch
- Talked with Melody Parker from the Courier about Holiday Hoopla Kickoff
- HH volunteers also worked on getting people to sign up for the window wonderland contest
- HH volunteers coordinated judges to pick favorite windows
- Kim met with Kelly Dunn to discuss city issues
- HH volunteers provided support for the Fareway Round-up that was held November 7-19
- Organization committee coordinated and delivered 25 trays of 60 dozen treats to our partners throughout the community who help us throughout the year including banks (who sell our gift certificates), city offices who help with events, CFU and other local companies who show us great support with lending of ladders and equipment
- Monthly merchant meeting
- Main Street Leadership Webinar series
- Continue to meet with CAPS associates to discuss a new project in relation to Murals in the District
- Met with Promotions committee
- Downtown Ingredients was held November 10-12 for the 7th year
- HH volunteers worked with Bus-Stop productions on commercials for this season that will be on social media as well as CFU
- Holiday Hoopla committee meeting met to work out Santa's arrival final details
- Kim attended the Cedar Falls Community Foundation PR committee meeting
- Kim met with Stephanie Sheetz
- Cassidy met with Betsy from World's Window/Cob Mercantile to plan for Small Business Saturday
- HH kickoff show hosts met to go over their script
- The sculpture tree was installed with the help of Nagle Signs as well as the Cedar Falls Police
- CMS staff attended Main Street Bridge Mural Dedication
- Kim attended the November 7th City Council meeting as our Bi-Annual report was on the agenda as well as other important items
- Santa's house was moved into its home
- HH volunteers worked on restringing the trees that sit at the Plaza
- Molly Schmidt (HooHerd Chair) and Kim attended the news at Noon at KWWL to talk about Holiday Hoopla Kickoff
- CF basketball team volunteers to help move items up from the basement because they are young and strong
- The sculpture tree was decorated on a warm day
- Trolleys were picked up at United Rental to be used for all Thursday nights in December
- Kim was invited to be on the Noon news for Small Business Saturday with Jessica from Main Street Waterloo
- HH committee set up for Holiday Hoopla Kickoff including partners from UNI Production House, Channel 15 and the HooHerd
- **SANTA CAME AND HE CAME ON A SHIP!**
- 200 bags were handed out on Small Business Saturday including gift certificates, coupons and Raygun shirts

- Holiday Hoopla decorating committee meeting
- Coordination meeting with Stephanie Sheetz
- Coordinating all things related to Holiday Hoopla including but not limited to: sponsorships, light displays, kickoff decorations, garland ordering, lining up marketing, ordering all supplies
- Downtown Ingredients supplies were delivered to participating locations
- Kim met with Keith Kennedy to discuss his future plans for Movies Under the Moon as well as Holiday Hoopla
- The 7 pots on Main Street were decorated for the winter months
- Downtown Ingredients coordination of recipes for year 7 of the event
- Cassidy coordinated videos with downtown businesses to use on social media throughout the holiday season
- Coordinated HH marketing for the season with ICAN, Channel 15, radio and social media
- Secured nearly \$31,925 in cash sponsorship for Hoopla and \$20,426 in in-kind donations of materials, equipment, food, etc.

Kim's hours worked: 227.5 hours

Joanna's hours worked: 107 hours

Kassidy's hours worked: TBD

November Volunteer hours: TBD

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting, City Council Meeting

Staff Priorities for the next month: Social media planning, website redesign, Holiday Hoopla, research into grant programs in other Main Street communities

**CEDAR FALLS COMMUNITY MAIN STREET
“ONE-SHEET”
November 2022**

BOARD OF DIRECTORS	ECONOMIC DEVELOPMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist City funding request Staff review Attend city council meetings Deliberate business visitation program Budget April Bi-Annual report Main Street America Accreditation <p>Done:</p> <ul style="list-style-type: none"> October Bi-Annual report 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist New business visits (10x) Celebrate anniversaries (5, 10, 15) Open 4 Business 2023 Promotional materials in vacant spaces Schedule bi-annual landlord/property owner meetings Public restroom Continue conversations between stakeholders and the board regarding parking <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Façade grant reviews Wayfinding within District Parking lot cleanliness & maintenance program Spring Clean up Seasonal beautification <p>Done:</p> <ul style="list-style-type: none"> Challenge Grant FY23 Fall Clean-up Holiday decorating 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist 35th Anniversary/annual fundraiser Friends campaign (100% board participation) Main Street Iowa award nominations Volunteer recognition party Annual Meeting Flower fundraiser Sponsorship menu and restructuring Volunteer recruitment piece Program awareness through community outreach <p>Done:</p> <ul style="list-style-type: none"> Partner Thank You 	<p>Focus:</p> <ul style="list-style-type: none"> MSI annual checklist Newsletter (x8) Hops Website update Kiosk maps/fliers Social Media engagement Block Party Show & Shine (May) Calendar of events mailing (x2) Visitor Guide/Tourism coop Holiday Hoopla <ul style="list-style-type: none"> Jingle & Mingle Breakfast with Santa Hoopla Cheer/bar crawl Baby It's Cold Outside Movie Magic Coloring Contest Trolley Rides Letters to Santa Sturgis Falls Parade <p>Done:</p> <ul style="list-style-type: none"> Movies Under the Moon (6) Newsletter (4) ARTapalooza Trick or Treat Holiday Hoopla Kickoff HH – window contest 	<p>Focus:</p> <ul style="list-style-type: none"> Sidewalk Sales (Sturgis) Jingle & Mingle January Blowout Sales Spring Shop Hop Spring Girls' Night Out <p>Done:</p> <ul style="list-style-type: none"> Beer & Bacon Fall Girls' Night Out Downtown Ingredients Small Business Saturday

Agenda, Community Main Street, Inc
Board of Directors Meeting
Tuesday, January 10, 2023 @ 12:00pm

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter – Secretary; Lexie Heath - Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Brad Strouse; Cory Kent, Kate Dunning; Emilee Nedoba; Liaisons: Cary Darrah; Carrie Eilderts; Gil Schultz; John Luzaich; Jessica Rucker; Kelly Stern; Linda Laylin; Mark Howard; CHP – Rep;

Staff: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – Leeper
3. Financial Report – Lynch
4. City Updates – Sheetz
5. President’s Report – Leeper
 - a. Accreditation report submitted
 - b. Market Study
6. Staff Report – Bear
7. Committee Reports
 - a. Please see Staff Report for committee updates
8. Liaison Reports
9. Good of the Order –
 - a. January 12-14: Blowout Sales
 - b. January 20: Design Meeting
 - c. January 23: Cheers to Small Business
 - d. February 7: Exec Meetings
 - e. February 1: Economic Development Meeting
 - f. February 2: Promotions Meeting
 - g. February 11: Love Local
 - h. February 13: Organization & Development Meeting
 - i. February 14: Merchant Meeting
10. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

**Minutes, Community Main Street, Inc.
Board of Directors Meeting
Tuesday, December 13th, 2022 @ 12:00pm**

Board Members in Attendance: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter – Secretary; Lexie Heath - Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Cory Kent, Kate Dunning; Emilee Nedoba; Liaisons: Carrie Eilderts; Mark Howard; Staff in Attendance: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – By Leeper

2. Approval of Minutes – Motion to Approve By Leeper, Approved by Dunning, Aecoded by Pearce, All approved

3. Financial Report – By Bear for Lynch
SSMID Payment Looking to Invest
Holiday Hoopla
 - Sponsorships – It was one of the highest years yet
Approximately \$30,000 from Sponsors, and \$15,000 In-Kind donations
 - Expenses – More expenses added lighting

4. City Updates – Sheetz
 - a. CIP - Council will be meeting regarding the Capital Improvement Plan, goals are done, replacement debt \$3½ - 4 Million, request to adopt CIP in January
 - b. Projects – River Project & Main Street Projects
Bids have been approx. 30 - 35% higher than anticipated
Funding – timing of projects / availability of funds
In Hopes to move forward w/ both projects if council wants to move forward
If anything, one of the projects may be delayed or pushed back due to funding but no plan to cut a project from the plans

Discussion on CMS's Support of River Project – Question from Gill Shultz

Do we support? and why we support?

Project Driver, Business Driver, Longer Stays

What does this project do for CF Main Street District? Impacts?

Makes the riverfront usable

Recreational aspect

Bring / Draw Spectators - For every one person that is in the river, 10 people on average watch

Other cities that have done the river projects are Charles City, and Manchester.

It has made a huge impact on their communities.

3-4 year timeframe to complete

The funding source doesn't change

The grant allows flexibility

Funding May change around project priority

\$70,000 will be held back for maintenance (already part of the budget)

This doesn't include any repairs or maintenance due to flooding.

5. President's Report – Leeper
 - A. Accreditation
 - a. Kim has completed most, Board helped fill in areas and provide input

6. Staff Report – Bear

7. Committee Reports
 - a. Please see Staff Report for committee updates
 - b. Holiday Hoopla – Partner Thank You’s
Thank You to the City of Cedar Falls. We couldn’t do any of this without the City’s support.
Audio/Video/Channel 15. Kim is planning on doing a formal thank you at the next City Council Meeting

8. Liason Reports
 - a. Historical Society – Eilders
Exhibit: Victorian House Museum - Servants in Cedar Falls
Ice Harvest Festival – February 4th

9. Good of the Order
 - a. October 16th – Please Save the Date – Needing 10 Participants for an all-day Partnership Visit from Main Street America

10. Motion to Adjourn by Heath, Seconded by Pierce, all adjourned

Community Main Street Inc

Item 14.

Statement of Financial Position

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
A) CMS Main Checking	240,050.95
B) CMS Money Market Operating Reserve	198,296.07
C) CMS Capital Improvement Fund	14,333.06
D) Collins Community CU Savings	115.19
E) Facebook Donations	0.00
F) Paypal	-38.71
G) Petty Cash	100.00
H) CD#1 at First Bank	25,000.00
I) CD #2 at First Bank	25,000.00
J) CD#3 at First Bank	100,000.00
Total Bank Accounts	\$602,856.56
Accounts Receivable	
Accounts Receivable	3,600.00
Total Accounts Receivable	\$3,600.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	300.00
Total Other Current Assets	\$300.00
Total Current Assets	\$606,756.56
Fixed Assets	
Building Accum. Depreciation	-46,049.00
CMS Land - 310 E 4th Street	47,232.00
CMS Office 310 E 4th Street	429,143.58
Equipment	86,686.08
Equipment Accum. Depreciation	-65,235.00
Total Fixed Assets	\$451,777.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$1,058,534.22

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable

0.00

Total Accounts Payable**\$0.00**

Other Current Liabilities

Accrued Sales Expense

0.00

Deferred Income

0.00

Direct Deposit Payable

0.00

FICA/Federal W/H

0.00

Gift Certificates

114,718.14

Iowa Department of Revenue Payable

0.00

Loan - First National Bank CPLTD

0.00

Payroll Liabilities

3,128.66

Sales Tax Payable

0.00

SBA PPP Loan

0.00

Simple IRA payable

0.00

State W/H

0.00

Total Other Current Liabilities**\$117,846.80****Total Current Liabilities****\$117,846.80**

Long-Term Liabilities

Loan - First National Bank

0.00

Total Long-Term Liabilities**\$0.00****Total Liabilities****\$117,846.80**

Equity

Board Designated Reserve Fund

0.00

Opening Bal Equity

0.00

Retained Earnings

872,723.18

Unrestricted Fund Balance

0.00

Net Revenue

67,964.24

Total Equity**\$940,687.42****TOTAL LIABILITIES AND EQUITY****\$1,058,534.22**

**COMMUNITY MAIN STREET
Income Statement
DECEMBER 2022**

	MONTHLY BUDGET - DECEMBER				MONTHLY BUDGET - JULY TO DECEMBER				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00	0.00%	0.00	2,880.00	-2,880.00	0.00%	0.00	2,880.00	-2,880.00	0.00%
City Funding	0.00	0.00	0.00	0.00%	9,000.00	6,000.00	3,000.00	150.00%	9,000.00	12,000.00	-3,000.00	75.00%
Event Income	6,567.39	5,000.00	1,567.39	131.35%	47,139.01	44,000.00	3,139.01	107.13%	47,139.01	68,000.00	-20,860.99	69.32%
Friends/Streetscape	838.71	0.00	838.71	0.00%	2,139.07	0.00	2,139.07		2,139.07	7,250.00	-5,110.93	29.50%
Grant & other Income	113.97	0.00	113.97	0.00%	957.35	12,000.00	-11,042.65	7.98%	957.35	18,000.00	-17,042.65	5.32%
SSMID	0.00	0.00	0.00	0.00%	146,722.29	150,000.00	-3,277.71	97.81%	146,722.29	290,000.00	-143,277.71	50.59%
Total Revenue	\$ 7,520.07	\$ 5,000.00	\$ 2,520.07	150.40%	\$ 205,957.72	\$ 214,880.00	-\$ 8,922.28	95.85%	\$ 205,957.72	\$ 398,130.00	-\$ 192,172.28	51.73%
Gross Profit	\$ 7,520.07	\$ 5,000.00	\$ 2,520.07	150.40%	\$ 205,957.72	\$ 214,880.00	-\$ 8,922.28	95.85%	\$ 205,957.72	\$ 398,130.00	-\$ 192,172.28	51.73%
Expenditures												
Board Lunch Expense	0.00	240.00	-240.00	0.00%	388.48	1,440.00	-1,051.52	26.98%	388.48	2,880.00	-2,491.52	13.49%
Committee Expense	4,895.14	1,500.00	3,395.14	326.34%	10,462.30	9,920.00	542.30	105.47%	10,462.30	18,420.00	-7,957.70	56.80%
Depreciation Expense	0.00	1,391.00	-1,391.00	0.00%	0.00	8,346.00	-8,346.00	0.00%	0.00	16,692.00	-16,692.00	0.00%
Dues and Subscriptions	301.40	500.00	-198.60	60.28%	6,898.99	4,300.00	2,598.99	160.44%	6,898.99	7,800.00	-901.01	88.45%
Event Expense	11,381.85	5,000.00	6,381.85	227.64%	38,497.56	28,000.00	10,497.56	137.49%	38,497.56	37,250.00	1,247.56	103.35%
Grant Expense	0.00	0.00	0.00	0.00%	3,564.41	2,500.00	1,064.41	142.58%	3,564.41	5,000.00	-1,435.59	71.29%
Insurance	0.00	0.00	0.00	0.00%	712.00	0.00	712.00	0.00%	712.00	5,339.00	-4,627.00	13.34%
Miscellaneous	1,357.56	350.00	1,007.56	387.87%	2,950.71	1,100.00	1,850.71	268.25%	2,950.71	2,000.00	950.71	147.54%
Office Supplies	84.24	375.00	-290.76	22.46%	527.68	2,250.00	-1,722.32	23.45%	527.68	4,500.00	-3,972.32	11.73%
Payroll Expenses	10,226.46	8,750.00	1,476.46	116.87%	53,956.37	52,500.00	1,456.37	102.77%	54,869.25	105,000.00	-50,130.75	52.26%
Postage and Delivery	120.00	200.00	-80.00	60.00%	600.00	1,100.00	-500.00	54.55%	600.00	1,900.00	-1,300.00	31.58%
Professional Fees	0.00	0.00	0.00	0.00%	0.00	3,725.00	-3,725.00	0.00%	0.00	5,725.00	-5,725.00	0.00%
Repairs	0.00	0.00	0.00	0.00%	658.54	500.00	158.54	131.71%	658.54	1,000.00	-341.46	65.85%
Seasonal Expenses	435.69	0.00	435.69	0.00%	8,231.69	7,000.00	1,231.69	117.60%	8,231.69	11,000.00	-2,768.31	74.83%
Snow Removal & Lawn Care	0.00	250.00	-250.00	0.00%	440.96	850.00	-409.04	51.88%	440.96	2,000.00	-1,559.04	22.05%
Telephone	321.84	150.00	171.84	214.56%	1,175.49	900.00	275.49	130.61%	1,175.49	1,800.00	-624.51	65.31%
Travel & Training	80.00	1,000.00	-920.00	8.00%	731.42	2,150.00	-1,418.58	34.02%	731.42	4,300.00	-3,568.58	17.01%
Utilities	466.00	466.00	0.00	100.00%	2,806.00	2,796.00	10.00	100.36%	2,806.00	5,592.00	-2,786.00	50.18%
Total Expenditures	\$ 29,670.18	\$ 20,172.00	\$ 9,498.18	147.09%	\$ 132,602.60	\$ 129,377.00	\$ 3,225.60	102.49%	\$ 133,515.48	\$ 238,198.00	-\$ 104,682.52	56.05%
Net Operating Revenue	-\$ 22,150.11	-\$ 15,172.00	-\$ 6,978.11	145.99%	\$ 73,355.12	\$ 85,503.00	-\$ 12,147.88	85.79%	\$ 72,442.24	\$ 159,932.00	-\$ 87,489.76	45.30%
Other Revenue												
Other Income	130.00	0.00	130.00	0.00%	954.12	0.00	954.12	0.00%	954.12	0.00	954.12	0.00%
Total Other Revenue	\$ 130.00	\$ 0.00	\$ 130.00	0.00%	\$ 954.12	\$ 0.00	\$ 954.12	0.00%	\$ 954.12	\$ 0.00	\$ 954.12	0.00%
Other Expenditures												
Website Expense	2,083.00	2,083.00	0.00	100.00%	6,249.00	12,498.00	-6,249.00	50.00%	6,249.00	24,996.00	-18,747.00	25.00%
Total Other Expenditures	\$ 2,083.00	\$ 2,083.00	\$ 0.00	100.00%	\$ 6,345.00	\$ 12,498.00	-\$ 6,153.00	50.77%	\$ 6,345.00	\$ 24,996.00	-\$ 18,651.00	25.38%
Net Other Revenue	-\$ 1,953.00	-\$ 2,083.00	\$ 130.00	93.76%	-\$ 5,390.88	-\$ 12,498.00	\$ 7,107.12	43.13%	-\$ 5,390.88	-\$ 24,996.00	\$ 19,605.12	21.57%
Net Revenue	-\$ 24,103.11	-\$ 17,255.00	-\$ 6,848.11	139.69%	\$ 67,964.24	\$ 73,005.00	-\$ 5,040.76	93.10%	\$ 67,051.36	\$ 134,936.00	-\$ 67,884.64	49.69%

**CEDAR FALLS COMMUNITY MAIN STREET
"ONE-SHEET"
December 2022**

BOARD OF DIRECTORS	ECONOMIC DEVELOPMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> • City funding request • Staff review • Attend city council meetings • Deliberate business visitation program • Budget • April Bi-Annual report • Main Street America Accreditation <p>Done:</p> <ul style="list-style-type: none"> • October Bi-Annual report • MSI annual checklist 	<p>Focus:</p> <ul style="list-style-type: none"> • New business visits (10x) • Celebrate anniversaries (5, 10, 15) • Open 4 Business 2023 • Promotional materials in vacant spaces • Schedule bi-annual landlord/property owner meetings • Public restroom • Continue conversations between stakeholders and the board regarding parking <p>Done:</p> <ul style="list-style-type: none"> • Challenge Grant FY23 • MSI annual checklist 	<p>Focus:</p> <ul style="list-style-type: none"> • Façade grant reviews • Wayfinding within District • Parking lot cleanliness & maintenance program • Spring Clean up <p>Done:</p> <ul style="list-style-type: none"> • Challenge Grant FY23 • Fall Clean-up • Holiday decorating • MSI annual checklist • Seasonal beautification 	<p>Focus:</p> <ul style="list-style-type: none"> • 35th Anniversary/annual fundraiser • Friends campaign (100% board participation) • Main Street Iowa award nominations • Volunteer recognition party • Annual Meeting • Flower fundraiser • Sponsorship menu and restructuring • Volunteer recruitment piece • Program awareness through community outreach <p>Done:</p> <ul style="list-style-type: none"> • Partner Thank You • MSI annual checklist 	<p>Focus:</p> <ul style="list-style-type: none"> • Newsletter (x7) • Hops • Website update • Kiosk maps/fliers • Social Media engagement • Block Party • Show & Shine (May) • Calendar of events mailing (x1) • Visitor Guide/Tourism coop • Holiday Hoopla <ul style="list-style-type: none"> ◦ Sturgis Falls Parade <p>Done:</p> <ul style="list-style-type: none"> • Movies Under the Moon (6) • Newsletter (5) • ARTapalooza • Trick or Treat • Holiday Hoopla Kickoff • Calendar of events mailing • MSI annual checklist • Holiday Hoopla <ul style="list-style-type: none"> ◦ Jingle & Mingle ◦ Breakfast with Santa ◦ Hoopla Cheer/bar crawl ◦ Baby It's Cold Outside ◦ Movie Magic ◦ Coloring Contest ◦ Trolley Rides ◦ Letters to Santa ◦ Window Contest 	<p>Focus:</p> <ul style="list-style-type: none"> • Sidewalk Sales (Sturgis) • January Blowout Sales • Spring Shop Hop • Spring Girls' Night Out <p>Done:</p> <ul style="list-style-type: none"> • Beer & Bacon • Fall Girls' Night Out • Downtown Ingredients • Small Business Saturday • Jingle & Mingle

**Community Main Street
Director's Staff Report for December 2022:**

Committees:

- **Promotion/Retail/Nightlife** Holiday Hoopla
- **Design** – did not meet
- **Economic Development** –did not meet
- **Organization**–Volunteer Appreciation Party Planning, Main Street Iowa Awards
- **Board – Support of all that is going on**

Staff Activities:

- Event planning, facilitation, support, and oversight of the following events:
 - Window Wonderland Contest
 - Santa 50613
 - Jingle & Mingle
 - Breakfast at the North Pole
 - Eat, Drink & Be Merry
 - Baby Its Cold Outside
 - Movie Magic
 - Reindeer Games (cancelled due to weather)
 - Santa workshop, elves, costumed characters, and trolley rides
 - Hoopla Coloring Contest
- Coordinated Santa letters with the Cedar Falls High School, the Western Home and in office volunteers to respond to an estimated 700 letters
- Main Street Leadership Webinar series
- Continue to meet with CAPS associates to discuss a new project in relation to Murals in the District
- Kim met with Stephanie Sheetz
- Organization committee met to discuss the 2022 Volunteer of the Year, Volunteer Appreciation Party and Main Street Iowa Awards
- Kim attended the monthly Cultural & Entertainment District meeting
- Kim attended the Cedar Falls CAPS Advisory Board meeting
- Volunteers Carolyn and Peg did breakfast at the North Pole inventory
- Check presentation with the Fareway manager after they completed their Round-Up for Hoopla program
- Farmers State Bank rep Lexie Heath helped to determine the coloring contest winners
- Kim met with Jennifer from Tourism to discuss public restroom options
- Kim attended the CF Tourism & visitors Bureau board meeting
- Main Street Iowa Executive Director call
- Main Street Iowa Leadership Webinar
- Kim attended the Cedar Falls City Council meeting on December 19 to hear discussion on the CIP as well as other topics germane to Downtown business
- Trolleys were undecorated and returned to United Rental
- Kim met with Steve Carignan to chat about Gallagher partnerships
- Secured \$32,012 in cash sponsorship for Hoopla and \$20,426 in in-kind donations of materials, equipment, food, etc. For a total of \$52,438

Kim's hours worked: 183 hours

Joanna's hours worked: 115

Kassidy's hours worked: 150

December Volunteer hours: TBD

Staff Priorities for the next month: Social media planning, website redesign, Holiday Hoopla, research into grant programs in other Main Street communities

Agenda, Community Main Street, Inc
Board of Directors Meeting
Tuesday, February 14, 2023 @ 12:00pm

Board Members: Jenny Leeper - President; Brent Johnson - Vice President; Dan Lynch – Treasurer; Mark Showalter – Secretary; Lexie Heath - Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Brad Strouse; Cory Kent, Kate Dunning; Emilee Nedoba; Liaisons: Cary Darrah; Carrie Eilderts; Gil Schultz; Jessica Rucker/Nick Hedrick; Kelly Stern; Linda Laylin; Mark Howard; CHP – Rep;

Staff: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – Leeper
2. Approval of Minutes – Leeper
3. Financial Report – Lynch
4. City Updates
5. President’s Report – Leeper
 - a. Market Study
6. Staff Report – Bear
7. Committee Reports
 - a. Please see Staff Report for committee updates
8. Liaison Reports
9. Good of the Order –
 - a. February 21 – Social Media 101 Training
 - b. February 21 – Volunteer Appreciation Party
 - c. March 1 – Economic Development Meeting
 - d. March 2 – Promotions Committee Meeting
 - e. March 7 – Exec Meetings
 - f. March 13 – No Org Meeting
 - g. March 14 – No Board Meeting
10. Adjourn

Minutes, Community Main Street, Inc
Board of Directors Meeting
Tuesday, January 10, 2023

Board Members Present: Jenny Leeper - President; Brent Johnson - Vice President; Lexie Heath - Past President; Ann Eastman; Wynette Froehner; Audrey Kittrell; Helen Pearce; Stephanie Sheetz; Cory Kent; Emilee Nedoba; Liaisons Present: Cary Darrah; Mark Howard

Staff Present: Kim Bear, Joanna Meyeraan; Kassidy Tessendorf

1. Welcome, Call to Order – By Leeper
2. Approval of Minutes – Motion to approve by Leeper, approved by Nedoba, seconded by Heath, all approved
3. Financial Report – By Bear for Lynch – Motion to approve, approved by Pearce, seconded by Johnson
4. City Updates – Sheetz
 - a. CIP - On the Agenda. Had committee meeting prior to public meeting, it was assumed there were no concerns, however at the public hearing it was voted 4-3 not to pass the CIP. Meetings are being held with the council members to discuss what the issue/concern is. Hope is for agenda to be out Tuesday vs Monday next week, anticipating another committee meeting, then another public hearing. Hope to adopt CIP by end of March. To do so requires a 5-2 vote to pass the budget. Top reasons/concerns for voting no were external funding UNI Dome, Pool, Parking Ramp.
 - b. Main Street Project – Contract has been approved. Minor modifications have been made as far as year/priority of projects.
 - c. Cedar River Project – Contract has been approved, however currently in need of a construction oversite to be in place. Looking for another design firm to do this since the city design is busy doing other projects. Typically, the design engineer would be the one to do this. Needing someone for project/plan design/interpretation and clarifications. Construction will begin once this is in place. Construction access will not be by the Plaza but will be going down thru CMS Office. Another staging area will be Gateway Park. PCI got the contract for the project. They get one year to complete once the project has been started.
 - d. Railroad Project – no updates
 - e. Status of Parking Ramp – Currently there is a line item in the CIP for a parking ramp. FY23 property acquisition, 2 years to budget for potential structure. 2024/2025/2026. Feasibility Study. No reason stated for pushing it back.
 - f. CIP Budget Line Items –
 Pool 2.9 Million Additional, UNI Dome 3 Million, Parking Ramp 14 Million
 Approximate 20 to 30% increase on bids from Contractors due to allowing for increase cost in gas and materials
5. President's Report – Leeper
 - a. Accreditation report submitted last week by Bear. She is looking at better ways to track so the numbers are more solid.
6. Staff Report – Bear
 - a. Holiday Hoopla – recap meeting
 - b. Volunteer Participation – not seeing as much group participation from businesses as in the past. No issues filling costumes (this is typically Jr High/Highschool age).

- c. Santa Letters – this year over 700 letters were mailed out with help from volunteers including 4H Group, CF Highschool Leadership, Western Home, and CMS office.

7. Committee Reports

- a. Please see Staff Report for all committee updates
- b. Organization - Volunteer Appreciation Party – going back to being held in February
Theme this year “Lets Taco about how amazing you are”
Date: February 21st 430pm to 630pm
****If the board could please donate wine/beer and bring to the next board meeting that would be greatly appreciated***
- c. Promotions - Website & Visitors Guide
- d. Design - Has yet to meet for January
- e. Economic Development - Community Reinvestment & Business Visits
- f. Movies Under the Moon – This summer would be our 20th year. We are currently working thru some issues finding a projector, partnership with UNI is no longer. The cost to rent a projector is approximately \$1700 - \$1900 per movie or \$16000 to purchase one. It would be unfortunate not to finish the 20th year, so we would like to do at least this summer, and then revisit the event. There is currently no issues finding sponsors for the event which is 5 \$2000 sponsorships. An option may be to asking Hawkeye Audio Video or Maximum Sight & Sound for help in making this year happen.
- g. Events – Exec has asked Kim to look at all events, want to continue holding successful events, and with volunteer issues this is a concern.

8. Liaison Reports

- a. Cary Darrah – Grow Cedar Valley
January 19th – Open House & Ribbon Cutting
March 7th – Annual Celebration – award nominations due this Friday January 13th.
- b. Mark Howard – Cedar Falls Police Department
Snow Removal – when you see the orange signs, they are trying to give notice to the public that snow removal will be taking place. They walk around to each business to try to let people know or give people an opportunity to move their vehicles. They don't like towing vehicles, and they are not looking to cause any issues.
Special Events – please let them know if you see anything that you don't like
Law Enforcement Academy - Hawkeye currently has a short academy but is looking at offering a full training. They are currently sending 3-4 people each year to Des Moines for training. They would love to have access to a full law enforcement academy locally.

9. Good of the Order –

- a. January 23: Cheers to Small Business –
530 pm at Single Speed in Waterloo
Partnering with Main Street Waterloo
- b. February 11: Love Local
- c. February 13: Organization & Development Meeting
- d. February 14: Merchant Meeting

10. Adjourn – Motion to Adjourn by Pearce, Seconded by Nedoba, all adjourned

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Inc

Item 14.

Statement of Financial Position

As of January 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
A) CMS Main Checking	220,374.57
B) CMS Money Market Operating Reserve	198,422.35
C) CMS Capital Improvement Fund	14,333.33
D) Collins Community CU Savings	115.19
E) Facebook Donations	0.00
F) Paypal	-38.71
G) Petty Cash	100.00
H) CD#1 at First Bank	25,195.34
I) CD #2 at First Bank	25,207.94
J) CD#3 at First Bank	100,000.00
Total Bank Accounts	\$583,710.01
Accounts Receivable	
Accounts Receivable	3,350.00
Total Accounts Receivable	\$3,350.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$587,060.01
Fixed Assets	
Building Accum. Depreciation	-46,049.00
CMS Land - 310 E 4th Street	47,232.00
CMS Office 310 E 4th Street	429,143.58
Equipment	86,686.08
Equipment Accum. Depreciation	-65,235.00
Total Fixed Assets	\$451,777.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$1,038,837.67

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable 0.00

Total Accounts Payable \$0.00

Other Current Liabilities

Accrued Sales Expense 0.00

Deferred Income 0.00

Direct Deposit Payable 0.00

FICA/Federal W/H 0.00

Gift Certificates 112,682.30

Iowa Department of Revenue Payable 0.00

Loan - First National Bank CPLTD 0.00

Payroll Liabilities

American Funds 267.04

American Funds - SIMPLE IRA 0.00

CA PIT / SDI 0.00

CA SUI / ETT 0.00

Federal Taxes (941/944) 1,822.74

IA Income Tax 233.09

IA Unemployment Taxes -35.00

MN Income Tax 0.00

Total Payroll Liabilities 2,287.87

Sales Tax Payable 0.00

SBA PPP Loan 0.00

Simple IRA payable 0.00

State W/H 0.00

Total Other Current Liabilities \$114,970.17**Total Current Liabilities \$114,970.17**

Long-Term Liabilities

Loan - First National Bank 0.00

Total Long-Term Liabilities \$0.00**Total Liabilities \$114,970.17**

Equity

Board Designated Reserve Fund 0.00

Opening Bal Equity 0.00

Retained Earnings 872,723.18

Unrestricted Fund Balance 0.00

Net Revenue 51,144.32

Total Equity \$923,867.50**TOTAL LIABILITIES AND EQUITY \$1,038,837.67**

**COMMUNITY MAIN STREET
Income Statement
JANUARY 2023**

	MONTHLY BUDGET - JANUARY				MONTHLY BUDGET - JULY TO JANUARY				ANNUAL BUDGET			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
Revenue												
Board Income	0.00	0.00	0.00	0.00%	0.00	2,880.00	-2,880.00	0.00%	0.00	2,880.00	-2,880.00	0.00%
City Funding	0.00	0.00	0.00	0.00%	9,000.00	6,000.00	3,000.00	150.00%	9,000.00	12,000.00	-3,000.00	75.00%
Event Income	200.00	2,000.00	-1,800.00	10.00%	47,639.01	46,000.00	1,639.01	103.56%	47,639.01	68,000.00	-20,360.99	70.06%
Friends/Streetscape	0.00	0.00	0.00	0.00%	2,139.07	0.00	2,139.07	0.00%	2,139.07	7,250.00	-5,110.93	29.50%
Grant & other Income	533.21	0.00	533.21	0.00%	1,487.18	12,000.00	-10,512.82	12.39%	1,487.18	18,000.00	-16,512.82	8.26%
SSMID	0.00	0.00	0.00	0.00%	146,722.29	150,000.00	-3,277.71	97.81%	146,722.29	290,000.00	-143,277.71	50.59%
Total Revenue	\$ 733.21	\$ 2,000.00	-\$ 1,266.79	36.66%	\$ 206,987.55	\$ 216,880.00	-\$ 9,892.45	95.44%	\$ 206,987.55	\$ 398,130.00	-\$ 191,142.45	51.99%
Gross Profit	\$ 733.21	\$ 2,000.00	-\$ 1,266.79	36.66%	\$ 206,987.55	\$ 216,880.00	-\$ 9,892.45	95.44%	\$ 206,987.55	\$ 398,130.00	-\$ 191,142.45	51.99%
Expenditures												
Board Lunch Expense	212.09	240.00	-27.91	88.37%	813.69	1,680.00	-866.31	48.43%	813.69	2,880.00	-2,066.31	28.25%
Committee Expense	483.00	1,500.00	-1,017.00	32.20%	11,070.46	11,420.00	-349.54	96.94%	11,070.46	18,420.00	-7,349.54	60.10%
Depreciation Expense	0.00	1,391.00	-1,391.00	0.00%	0.00	9,737.00	-9,737.00	0.00%	0.00	16,692.00	-16,692.00	0.00%
Dues and Subscriptions	320.65	500.00	-179.35	64.13%	7,283.22	4,800.00	2,483.22	151.73%	7,283.22	7,800.00	-516.78	93.37%
Event Expense	1,873.25	2,000.00	-126.75	93.66%	39,801.20	30,000.00	9,801.20	132.67%	39,801.20	37,250.00	2,551.20	106.85%
Grant Expense	0.00	0.00	0.00	0.00%	3,564.41	2,500.00	1,064.41	142.58%	3,564.41	5,000.00	-1,435.59	71.29%
Insurance	0.00	0.00	0.00	0.00%	712.00	0.00	712.00	0.00%	712.00	5,339.00	-4,627.00	13.34%
Miscellaneous	47.86	150.00	-102.14	31.91%	3,037.57	1,250.00	1,787.57	243.01%	3,037.57	2,000.00	1,037.57	151.88%
Office Supplies	530.58	375.00	155.58	141.49%	1,334.04	2,625.00	-1,290.96	50.82%	1,334.04	4,500.00	-3,165.96	29.65%
Payroll Expenses	10,256.62	8,750.00	1,506.62	117.22%	64,212.99	61,250.00	2,962.99	104.84%	64,212.99	105,000.00	-40,787.01	61.16%
Postage and Delivery	0.00	200.00	-200.00	0.00%	600.00	1,300.00	-700.00	46.15%	600.00	1,900.00	-1,300.00	31.58%
Professional Fees	0.00	0.00	0.00	0.00%	0.00	3,725.00	-3,725.00	0.00%	0.00	5,725.00	-5,725.00	0.00%
Repairs	0.00	250.00	-250.00	0.00%	658.54	750.00	-91.46	87.81%	658.54	1,000.00	-341.46	65.85%
Seasonal Expenses	0.00	0.00	0.00	0.00%	8,231.69	7,000.00	1,231.69	117.60%	8,231.69	11,000.00	-2,768.31	74.83%
Snow Removal & Lawn Care	805.00	250.00	555.00	322.00%	1,245.96	1,100.00	145.96	113.27%	1,245.96	2,000.00	-754.04	62.30%
Telephone	122.01	150.00	-27.99	81.34%	1,297.50	1,050.00	247.50	123.57%	1,297.50	1,800.00	-502.50	72.08%
Travel & Training	860.94	100.00	760.94	860.94%	1,845.33	2,250.00	-404.67	82.01%	1,845.33	4,300.00	-2,454.67	42.91%
Utilities	466.00	466.00	0.00	100.00%	3,272.00	3,262.00	10.00	100.31%	3,272.00	5,592.00	-2,320.00	58.51%
Total Expenditures	\$ 15,978.00	\$ 16,322.00	-\$ 344.00	97.89%	\$ 148,980.60	\$ 145,699.00	\$ 3,281.60	102.25%	\$ 148,980.60	\$ 238,198.00	-\$ 89,217.40	62.54%
Net Operating Revenue	-\$ 15,244.79	-\$ 14,322.00	-\$ 922.79	106.44%	\$ 58,006.95	\$ 71,181.00	-\$ 13,174.05	81.49%	\$ 58,006.95	\$ 159,932.00	\$ 101,925.05	35.84%
Other Revenue												
Other Income	611.25	0.00	611.25	0.00%	1,565.37	0.00	1,565.37	0.00%	1,565.37	0.00	1,565.37	0.00%
Total Other Revenue	\$ 611.25	\$ 0.00	\$ 611.25	0.00%	\$ 1,565.37	\$ 0.00	\$ 1,565.37	0.00%	\$ 1,565.37	\$ 0.00	\$ 1,565.37	0.00%
Other Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
Other Expense	0.00	0.00	0.00	0.00	96.00	0.00	96.00	0.00%	96.00	0.00	96.00	0.00%
Website Expense	2,083.00	2,083.00	0.00	100.00%	8,332.00	14,581.00	-6,249.00	57.14%	8,332.00	24,996.00	-16,664.00	33.33%
Total Other Expenditures	\$ 2,083.00	\$ 2,083.00	\$ 0.00	100.00%	\$ 8,428.00	\$ 14,581.00	-\$ 6,153.00	57.80%	\$ 8,428.00	\$ 24,996.00	-\$ 16,568.00	33.72%
Net Other Revenue	-\$ 1,471.75	-\$ 2,083.00	\$ 611.25	70.66%	-\$ 6,862.63	-\$ 14,581.00	\$ 7,718.37	47.07%	-\$ 6,862.63	-\$ 24,996.00	\$ 18,133.37	27.45%
Net Revenue	-\$ 16,716.54	-\$ 16,405.00	-\$ 311.54	101.90%	\$ 51,144.32	\$ 56,600.00	-\$ 5,455.68	90.36%	\$ 51,144.32	\$ 134,936.00	-\$ 83,791.68	37.90%

**Community Main Street
Director's Staff Report for January 2023:**

Committees:

- **Promotion/Retail/Nightlife** ARTapalooza, Holiday Hoopla, Block Party, January Blowout Sales, Love Local
- **Design** – committee focus
- **Economic Development** –Grants
- **Organization**–Volunteer Appreciation Party Planning, Main Street Iowa Awards
- **Board** – Support of all that is going on

Staff Activities:

- Event planning, facilitation, support, and oversight of the following events: January Blowout sales
- Volunteers worked to take down the plaza decorations because it was a beautiful January day
- Cassidy and Kim met with Placer.ai to get a demo on how they help with event/traffic counts
- CFEDC meeting with their Executive Director
- New volunteer meeting to discuss options for him to get involved
- Coordinated Bear Creek Landscapes removing all the garland and lights from the light poles
- Main Street Leadership Webinar series
- Continued to work with Market Study small group to finalize our street-grid sheets for each committee's work and working to finalize the Market Study report. Audrey Kittrell and Amy Dutton were extremely helpful in getting this finalized.
- Cassidy met with Katie from Hatchlings and Hens to plan the February retail event, Love Local
- Kim continued to work on Movies Under the Moon partnerships to ensure the 20th year would happen
- More meetings to work on the website re-design
- Holiday Hoopla had its recap meeting to discuss the 2022 season as well as celebrate Kim & Cassidy's birthdays
- ARTapalooza committee met to finalize application details and promotional discussions
- Kim attended the CFEDC board meeting as a liaison
- Community leaders meeting with Mayor Green and reps from the CF Community Foundation as well as the College Hill Partnership
- SSMID discussion with Main Street Iowa in regards to a new legislative change
- Joined Jessica Rucker from Main Street Waterloo on KWWL to discuss our partnership on Cheers for Small Business
- Hosted another Hops meeting for our flower fundraiser
- Downtown Show & Shine meeting
- Continued to help coordinate photo shoots with Tourism and Elliot Tensen to update our stock photos
- Co-hosted Cheers to Small Business with Main Street Waterloo, it was well attended and great discuss occurred during the meeting
- Worked with NGW as they volunteered to disassembled Santa's ship from Holiday Hoopla kickoff
- Cedar Falls Community Foundation board meeting
- Co-hosted the Cedar Valley Partners Meeting with Cedar Falls Tourism
- Cassidy and Katie continued to plan Love Local by using the budget to shop local for the basket giveaways
- Met with Block Party committee to continue planning this new event.
- Organization committee met to discuss the Volunteer Appreciation Party and Main Street Iowa Awards
- Main Street Iowa Executive Director call
- Kim attended the Cedar Falls City Council meeting on January 17 to hear discussion on the CIP as well as other topics germane to Downtown business

January Volunteer Hours: 181

Staff Priorities for the next month: Social media planning, website redesign, 2023 event calendar, research into grant programs in other Main Street communities

**CEDAR FALLS COMMUNITY MAIN STREET
 "ONE-SHEET"
 December 2022**

BOARD OF DIRECTORS	ECONOMIC DEVELOPMENT COMMITTEE	DESIGN COMMITTEE	ORGANIZATION COMMITTEE	PROMOTIONS COMMITTEE	RETAIL/NIGHTLIFE PROMOTIONS
<p>Focus:</p> <ul style="list-style-type: none"> • City funding request • Staff review • Attend city council meetings • Deliberate business visitation program • Budget • April Bi-Annual report <p>Done:</p> <ul style="list-style-type: none"> • October Bi-Annual report • MSI annual checklist • Main Street America Accreditation 	<p>Focus:</p> <ul style="list-style-type: none"> • New business visits (10x) • Celebrate anniversaries (5, 10, 15) • Open 4 Business 2023 • Promotional materials in vacant spaces • Schedule bi-annual landlord/property owner meetings • Public restroom • Continue conversations between stakeholders and the board regarding parking <p>Done:</p> <ul style="list-style-type: none"> • Challenge Grant FY23 • MSI annual checklist 	<p>Focus:</p> <ul style="list-style-type: none"> • Façade grant reviews • Wayfinding within District • Parking lot cleanliness & maintenance program • Spring Clean up <p>Done:</p> <ul style="list-style-type: none"> • Challenge Grant FY23 • Fall Clean-up • Holiday decorating • MSI annual checklist • Seasonal beautification 	<p>Focus:</p> <ul style="list-style-type: none"> • 35th Anniversary • Friends campaign (100% board participation) • Main Street Iowa award nominations • Volunteer recognition party • Annual Meeting • Flower fundraiser • Sponsorship menu and restructuring • Volunteer recruitment piece • Program awareness through community outreach <p>Done:</p> <ul style="list-style-type: none"> • Partner Thank You • MSI annual checklist 	<p>Focus:</p> <ul style="list-style-type: none"> • Newsletter (x6) • Hops • Website update • Kiosk maps/fliers • Social Media engagement • Block Party • Show & Shine (May) • Calendar of events mailing (x1) • Holiday Hoopla <ul style="list-style-type: none"> ◦ Sturgis Falls Parade <p>Done:</p> <ul style="list-style-type: none"> • Movies Under the Moon (6) • Newsletter (5) • ARTapalooza • Trick or Treat • Holiday Hoopla Kickoff • Calendar of events mailing • MSI annual checklist • Visitor Guide/Tourism coop • Holiday Hoopla <ul style="list-style-type: none"> ◦ Jingle & Mingle ◦ Breakfast with Santa ◦ Hoopla Cheer/bar crawl ◦ Baby It's Cold Outside ◦ Movie Magic ◦ Coloring Contest ◦ Trolley Rides ◦ Letters to Santa ◦ Window Contest 	<p>Focus:</p> <ul style="list-style-type: none"> • Sidewalk Sales (Sturgis) • Spring Shop Hop • Spring Girls' Night Out <p>Done:</p> <ul style="list-style-type: none"> • Beer & Bacon • Fall Girls' Night Out • Downtown Ingredients • Small Business Saturday • Jingle & Mingle • January Blowout Sales

**Community Main Street
FY2023**

2022-2023 CMS Board of Directors

Executive Committee:

Jenny Leeper, President
Brent Johnson, Vice President
Dan Lynch, Treasurer
Lexie Heath, Past President

On-going Ex-Officio Representatives:

CFU: Wynette Froehner (began term July 2017)
City of CF: Stephanie Sheetz (began term January 2016)

Class of 2023 (ends June 30, 2023)

Audrey Kittrell²
Brad Strouse²
Jenny Leeper¹

Class of 2024 (ends June 30, 2024)

Mark Showalter²

Class of 2025 (ends June 30, 2025)

Helen Pearce¹
Ann Eastman¹

Class of 2026 (ends June 30, 2026)

Lexie Heath²
Cory Kent¹
Emilee Nedoba¹
Brent Johnson¹
Dan Lynch¹
Kate Dunning¹

Liaisons:

Black Hawk County Supervisors: Linda Laylin
CF Tourism & Visitors Bureau: Jennifer Pickar
CF Historical Society: Carrie Eilderts
CF Police Dept: Mark Howard
CF Public Library: Kelly Stern
GCV Alliance & Chamber: Cary Darrah
College Hill Partnership:
Main Street Waterloo: Jessica Rucker
Cedar Falls Community Theatre: John Luzaich
Cedar Falls City Council Ward 1: Gil Schultz

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #1887
Physical location address: 2425 CENTER ST City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: 3192772036

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY
Signature: [Handwritten Signature]
Date: 04/13/2023

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #2630
Physical location address: 5226 UNIVERSITY AVE City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: 3192666945

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY
Signature: Douglas M. Beech
Date: 04/13/2023

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
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Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #2865
Physical location address: 5908 NORDIC DR City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: 3192771170

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY
Signature: [Handwritten Signature]
Date: 04/13/2023

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #3045
Physical location address: 601 MAIN ST City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: 3192664981

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY
Signature: Douglas M. Beech
Date: 04/13/2023

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #3610
Physical location address: 1225 FOUNTAINS WAY City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: 3192666574

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 5153815974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

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

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

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

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

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

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY
Signature: [Handwritten Signature]
Date: 04/13/2023

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Fareway Stores, Inc. # 190
Physical location address: 4500 S Main St City: CEDAR FALLS ZIP: 50613
Mailing address: 4500 S Main St City: CEDAR FALLS State: IA ZIP: 50613
Business phone number: 319 266-6576

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

Retail Information:

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

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

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

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

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

Name (please print): Garrett S. Piklapp Name (please print): _____
Signature:  Signature: _____
Date: Mar 30, 2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Fareway Stores, Inc. # 974
Physical location address: 214 N. Magnolia Drive City: CEDAR FALLS ZIP: 50613
Mailing address: 214 N. Magnolia Drive City: CEDAR FALLS State: IA ZIP: 50613
Business phone number: 319 277-6858

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

Retail Information:


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

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

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

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

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

Name (please print): Garrett S. Piklapp Name (please print): _____
Signature:  Signature: _____
Date: Mar 30, 2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Fleet Farm Fuel
Physical location address: 108 West Ridgeway Ave City: Cedar Falls ZIP: 50613
Mailing address: 2401 S Memorial Drive/Attn: Licensing City: Appleton State: WI ZIP: 54915
Business phone number: 319-242-8889

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Wholesale Supply Co LLC
Mailing address: 2401 S Memorial Drive City: Appleton State: WI ZIP: 54915
Phone number: 920-997-1403 Fax number: 920-731-5700 Email: licenses@fleetfarm.com

Retail Information:

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

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

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

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

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

Name (please print): Steven Jensen Name (please print): _____
Signature:  Signature: _____
Date: 4-19-23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Greenleaf tobacco & Vapor
Physical location address: 5901 University Ave City: Cedarfalls ZIP: 50613
Mailing address: 5901 University Ave City: Cedarfalls State: IA ZIP: 50613
Business phone number: _____

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Mohammad Mirib / Greenleaf Tobacco & Vapor
Mailing address: 5901 University Ave City: Cedarfalls State: IA ZIP: 50613
Phone number: 319-440-2001 Fax number: _____ Email: MkMirib@gmail.com
Cedarfalls Tobacco@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): Mohammad Mirib Name (please print): _____
Signature: Mirib Signature: _____
Date: 05/04/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Happy's Wine & Spirits
Physical location address: 5925 University Ave City: Cedar Falls ZIP: 50613
Mailing address: 5925 University Ave City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319-277-1463

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Happy's Wine & Spirits, LLC
Mailing address: 5925 University Ave #5 City: Cedar Falls State: IA ZIP: 50613
Phone number: 319-277-1463 Fax number: 319-277-1438 Email: happys@cfu.net

Retail Information:

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

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

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

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

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

Name (please print): Thomas R. Amlic Name (please print): _____
Signature: Thomas R. Amlic Signature: _____
Date: 4/13/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: KWIK SPIRITS #561
Physical location address: 4116 University Ave, Suite 104-105 Cedar Falls, IA 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-268-0995

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print): Scott P. Zietlow Name (please print):
Signature: [Handwritten Signature] Signature:
Date: 4/20/23 Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 5100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

KWIK STAR #490

Trade name/Doing business as:

Physical location address: 7500 Nordic Dr Cedar Falls, IA 50613

Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602

Business phone number: 319-277-1025

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []

Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.

Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602

Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]

Types of Products Sold: (Check all that apply)

Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products [x]

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

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [x] Drug store []

Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []

Has vending machine that assembles cigarettes [] Other []

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

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

Name (please print): Scott P. Zietlow

Name (please print):

Signature: [Handwritten Signature]

Signature:

Date: 4/20/23

Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

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

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: KWIK STAR #726
Physical location address: 2019 College St Cedar Falls, IA 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-277-7226

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print): Scott P. Zietlow Name (please print):
Signature: [Signature] Signature:
Date: 4/20/23 Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: KWIK STAR #934
Physical location address: 4515 Coneflower Pkwy Cedar Falls, IA 50613
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 319-266-6428

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

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

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

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

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

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

Name (please print): Scott P. Zietlow Name (please print):
Signature: [Signature] Signature:
Date: 4/20/23 Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

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

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Metro Mart #3
Physical location address: 103 Franklin Street City: Cedar Falls ZIP: 50613
Mailing address: P.O. Box 66 City: Waterloo State: IA ZIP: 50704
Business phone number: (319) 266-5857

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Metro Fuel Incorporated
Mailing address: P.O. Box 66 City: Waterloo State: IA ZIP: 50704
Phone number: 319-236-0997 Fax number: 319-234-5819 Email: metrofuel1@yahoo.com

Retail Information:

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

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

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

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

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

Name (please print): Norris Sam Annis III Name (please print): _____
Signature: [Signature] Signature: _____
Date: 4/14/2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Murphy USA #6970
Physical location address: 518 Brandilynn Blvd. City: Cedar Falls ZIP: 50613
Mailing address: PO Box 7300 City: El Dorado State: AR ZIP: 71731
Business phone number: (319) 266-0473

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Murphy Oil USA, Inc.
Mailing address: PO Box 7300 City: El Dorado State: AR ZIP: 71731
Phone number: (870) 881-6679 Fax number: (870) 875-7670 Email: permits_licensing@murphyusa.com

Retail Information:

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

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

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

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

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

Name (please print): Jerri Greer Name (please print):
Signature: [Handwritten Signature] Signature:
Date: 04/12/2023 Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07_1_01_23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: MT Tanks LLC DBA Panther Travel Center
Physical location address: 1525 W Ridgeway Ave City: Cedar Falls ZIP: 50613
Mailing address: 1525 W Ridgeway Ave City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319-260-2186

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP MT Tanks LLC
Mailing address: 1525 W Ridgeway Ave City: Cedar Falls State: IA ZIP: 50613
Phone number: 319-260-2186 Fax number: NA Email: meilbert@panthertravelcenter.com

Retail Information:

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

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

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

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

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

Name (please print): Mary Eilbert Name (please print): _____
Signature: Mary Eilbert Signature: _____
Date: 4-24-23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.⁰⁰
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

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

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

Business Information:

Trade name/Doing business as: Walmart Inc. dba Walmart #753

Physical location address: 525 Brandilynn Blvd. City: Cedar Falls ZIP: 50613

Mailing address: 702 SW 8th ST MS-0500 City: Bentonville State: AR ZIP: 72716-0500

Business phone number: 479-371-2991

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []

Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart, Inc.

Mailing address: 702 SW 8th ST MS-0500 City: Bentonville State: AR ZIP: 72716-0500

Phone number: 479-371-2991 Fax number: N/A Email: complic@wal-mart.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]

Types of Products Sold: (Check all that apply)

Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products []

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

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []

Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []

Has vending machine that assembles cigarettes [] Other [x] Retail

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

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

Name (please print): Sarah Little

Name (please print):

Signature: [Handwritten Signature]

Signature:

Date: 04/25/2023

Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit: Cedar Falls
• New [] Renewal [x]

- Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
• Email: iapledge@iowaabd.com
• Fax: 515-281-7375


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: May 8, 2023
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
- b) Double Tap, 312 Main Street, Class C retail alcohol- renewal.
- c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
- d) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
- e) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
- f) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.
- g) Mini-mart, 1420 West 1st Street, Class E retail alcohol – renewal.
- h) Famous Dave's, 6222 University Avenue, Class C retail alcohol – change in ownership.
- i) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol – change in ownership.
- j) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
 Human Resources Division

TO: Mayor Green and City Council Members
FROM: Bailey Schindel, Human Resources Manager
DATE: May 8, 2023
SUBJECT: Job Classification Approvals

Staff is presenting several job classifications for approval. These positions were already approved in the FY24 budget. Below is a summary of each job classification. Attached job classifications presented in redline format for ease of review.

Community Services Specialist- Existing job classification previously named "Housing Program Specialist," this revision simply reflects a name change and language updates to better reflect the nature of the position. No major changes to the responsibilities, duties, requirements, or pay band.

Community Services Supervisor- Existing job classification previously named "Community Services Coordinator," upgraded to Community Services Supervisor based on additional responsibilities including program oversight and supervisory tasks. Job classification was reviewed and deemed appropriate by Carlson Dettmann, our human resources/pay band consulting firm.

Traffic Technician- New job classification created based on need within the Public Works Traffic Division. This position will work directly under the Traffic Operations Supervisor assisting them with traffic division duties. Job classification was reviewed and deemed appropriate by Carlson Dettmann, our human resources/pay band consulting firm.

Civil CAD/GIS Technician- Existing job classification previously named "Civil CAD Technician," this revision simply reflects a name change and updated language to accept GIS experience in addition to CAD. Job classification was reviewed and deemed appropriate by Carlson Dettmann, our human resources/pay band consulting firm.

Content Coordinator- This is a newly created job classification responsible for developing and coordinating communications, marketing, advertising, branding, and social media efforts for the assigned department or division. These duties were previously being conducted by other positions and it was determined that a new classification should be created. The Content Coordinator job classification was reviewed and deemed appropriate by Carlson Dettmann, our human resources/pay band consulting firm.

Staff recommends your approval of these various job classifications. If you have questions regarding the job classifications, please contact Bailey Schindel at 319-268-5531.

Attachments



JOB CLASSIFICATION

Job Title	Housing Program Community Services Specialist	Job Code	230
Department	Community Development	Pay Band	306
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/95
Amended	7/1/1999, 6/23/2014, 11/17/2014, 6/18/18, 8/19/19, <u>05/15/2023</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform various administrative, analytical and technical duties related to the Housing Choice Voucher Program (~~Section 8HCV~~), ~~and~~ Community Development Block Grant (CDBG), ~~and~~ HOME programs; ~~to~~ conduct research on programs and grants available to the community and prepare reports; ~~to~~ provide professional staff assistance to the Community Development Department and the City's Housing Commission.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services ~~Coordinator-Supervisor~~ and Planning and Community Services Manager.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Explain various housing programs to landlords and tenants including ~~Section 8-HCV~~ rental assistance and housing rehabilitation programs; answer questions and provide general information to potential program qualifiers; advise current program participants.
- Conduct applicant interviews to determine eligibility for program assistance; conduct initial and annual income verifications of housing program participants; maintain waiting list for individuals and households ~~families~~ eligible for program assistance.
- ~~Perform~~ Coordinate housing inspections and re-inspections with the Rental Inspector and/or perform said inspections to determine housing conditions; notify owners of deficiencies and repairs needed to meet federal minimum housing quality standards (HQS); coordinate and/or perform interim and final inspections related to CDBG/HOME programs during all phases of construction and/or rehabilitation.



JOB CLASSIFICATION

- ~~Perform re-inspection of failed housing units; conduct quality control inspections for the Section 8 rental assistance program and apply Housing Quality Standards to section 8 units.~~
- Prepare various reports for program participation and progress; maintain accurate records; compile and prepare a variety of correspondence to applicants regarding ~~the availability of rental units; inform landlords when units fail Housing and Urban Development requirements various federal programs.~~
- ~~Negotiate rent; p~~Process lease and contract agreements; explain the significance of agreements to landlords and tenants; ~~process damage and vacancy loss claims.~~
- Assist in investigating and resolving housing-related complaints, conflicts and problems of tenants, property owners, staff and the general public.
- Prepare and develop ~~marketing promotional~~ materials regarding the various federal housing programs; conduct presentations and informational sessions.
- Provide regulatory information to prospective landlords regarding participation in the ~~Section 8~~Housing Choice Voucher rental assistance program; inform ~~HCV~~Section 8 program participants about portability requirements; send and receive participants to and from other Housing Authorities.
- Assist in interpretation and implementation of regulatory changes to ~~the~~ federal housing, CDBG, and HOME programs. Participate in required trainings on program administration.
- Assist in preparation of financial information related to ~~Section 8 and Housing Choice Voucher, Community Development Block Grant, and HOME~~ programs; ~~monitor and maintain records of housing program revenues and expenditures;~~ provide appropriate ~~financial~~ documentation for housing program and CDBG audits.
- Assist in implementing the Community Development Block Grant programs which may include conducting required steps to implement projects such as environmental review and project eligibility, monitoring service agency awards, preparing contracts, liens, and related documents to meet legal and regulatory requirements, or calculating and approving payments to contractors.
- Conduct pre-bid meetings for housing rehabilitation projects; review project feasibility; review and negotiate bids; prepare contracts, liens, and related documents to meet legal and regulatory requirements; calculate and approve payments to contractors; maintain and update standard specifications for rehabilitation construction.

OTHER DUTIES AND RESPONSIBILITIES

- Attend professional association meetings, as necessary; keep up to date on latest developments in federal housing assistance programs; monitor activities of federal and state governments related to funding of housing and community development programs.
- Assist in preparation of monthly division activity reports and staff reports to the Housing Commission.



JOB CLASSIFICATION

- ~~May administer and evaluate~~ Assist in administering the Cedar Falls Utilities Assistance Program; ~~prepare marketing materials to encourage citizens to participate; prepare and submit the program's annual report.~~
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and procedures related to the ~~f~~Federal Housing Choice Voucher Program ~~(Section 8)~~, ~~and Federal~~ Community Development Block Grant, and HOME Programs.
- Principles and policies of urban and community development.
- ~~Building materials, structures and structural requirements, and mechanical functions in relation to a residential setting.~~
- ~~Methods, materials and equipment used in residential construction.~~
- Federal and state grant application and administration processes.
- Fair housing laws and other pertinent Federal, State and local laws, rules, codes and regulations.
- Principles and practices of accounting, budgeting, ~~personnel management~~, and public relations.
- Principles and procedures of filing and record keeping.
- Basic real estate principles.
- Principles and procedures of business letter writing and report preparation.
- Principles and procedures related to comprehensive housing programs.
- Modern office methods, practices, and computer equipment.

ABILITY TO PERFORM

- Perform housing inspections and determine needed repairs to meet minimum housing standards.
- Interpret and explain minimum housing codes.
- Use a variety of equipment and supplies involved in housing and grant administration, including a computer and computer-~~r~~-aided grant software.
- Understand and carry out oral and written directions.



JOB CLASSIFICATION

- Communicate clearly and concisely, both orally and in writing.
- Interpret and apply pertinent Federal, State and local laws, codes and regulations pertaining to federal housing and community development programs and projects.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Zero to two years of practical experience in Housing Choice Voucher program administration, other housing programs, regional or community development, social service program administration, rental inspection and code enforcement, or a related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university in business administration, public administration, management, social work, accounting, or a related field with no years of experience in Section 8 Housing Choice Voucher Program/CDBG/HOME administration, other housing or social service programs, regional or community development, rental inspection and code enforcement, or a related field.

OR

High school diploma or equivalent supplemented by additional coursework/skills in a related field as noted above, and two years of experience in Housing Choice Voucher Program administration, CDBG or HOME program administration, other housing programs, regional or community development, rental inspection and code enforcement, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Inspector Certification from the Iowa Association of Housing Officials or related certifications as required by HUD preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.



JOB CLASSIFICATION

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for light lifting, walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Community Services Coordinator Supervisor	Job Code	<u>233234</u>
Department	Community Development	Pay Band	<u>8410</u>
FLSA Status	Non -Exempt	Union Status	Non-Union
Prepared	<u>1/19/199501/2023</u>	Adopted	<u>6/12/199505/15/2023</u>
Amended	<u>7/1/1999, 6/23/2014, 11/17/2014, 10/3/2016, 8/19/19, 6/25/22</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform various administrative, analytical and technical duties related to the federal Housing Choice Voucher (HCV) Program (~~Section 8~~) and Community Development Block Grant (CDBG) and HOME programs; to conduct research on programs and grants available to the community and prepare reports; to provide professional staff assistance to the Community Development Department and the City’s Housing Commission. Responsible for coordinating the planning and implementation of programs and policies of the public housing agency, and to ensure efficient and effective administration and execution of all agency business.

SUPERVISION RECEIVED AND EXERCISED

Receives ~~general supervision direction~~ from the Planning and Community Services Manager.

~~May exercise Exercises some functional or technical direct~~ supervision over positions such as: Housing Program Community Services Specialists and/or other part-time housing programs staff assigned to community services.

~~May serve as lead worker over Housing Program Specialist or part-time housing and planning staff.~~

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Interpret, implement, and administer the Housing Choice Voucher program according to Federal, State, and City regulations.



JOB CLASSIFICATION

- Perform various duties related to the administration of the Community Development Block Grant and HOME programs, which may include reports, maintaining policies and procedures, conducting required steps to implement projects such as environmental review and project eligibility, monitoring contracts, preparing contracts, liens, and related documents to meet legal and regulatory requirements, or calculating and approving payments to contractors.
- Compile and report, within established guidelines, ~~Section 8 HCV~~ rental assistance and CDBG and HOME activities to the Department of Housing and Urban Development (HUD).
- Explain various housing programs to landlords and tenants including ~~Section 8~~ rental assistance, and housing rehabilitation programs; answer questions and provide general information to potential program qualifiers; advise current program participants.
- Coordinate and monitor tenant selection and placement, within established guidelines, including but not limited to conducting program applicant interviews to determine eligibility, initial and annual income verification, and establishing and maintaining a waiting list for eligible participants.
- Monitor, and ~~perform~~ conduct if necessary, inspections of buildings and grounds to ensure that dwelling units rented to HCV voucher holders comply with minimum Housing Quality Standards (HQS) as per HUD requirements. Such duties ~~to~~ include coordination with the rental inspector to arrange regular Housing Quality Standards HQS inspections, notifying owners of deficiencies and repairs needed to meet minimum housing standards, perform interim and final inspections during all phases of construction as needed for quality assurance for annual review. Follow up on tenant or landlord complaints regarding violations of housing quality standards. Perform re-inspection of failed housing units, as needed.
- ~~Perform re-inspection of failed housing units; conduct quality control inspections for the Section 8 rental assistance program and apply Housing Quality Standards to section 8 units.~~
- Prepare, and submit, and present various reports ~~and funding requests for program participation and progress; to the Housing Commission and City Council regarding administration of the Housing Choice Voucher, CDBG, and HOME programs.~~
- Provide staff assistance to the Housing Commission and the Planning & Community Services Manager, prepare agendas and minutes, prepare and post meeting notifications, and participate on committees as needed. Make recommendations to the Commission regarding the adoption of new policies, changes to existing policies, and implement and administer upon approval.
- ~~Maintain accurate records to ensure reporting to HUD is accurate, timely and does not exceed budget authority; use the HCV two-year forecasting tool to ensure that federal funds awarded are fully utilized.; compile and prepare a variety of correspondence to applicants regarding the availability of rental units; inform landlords when units fail Housing and Urban Development requirements.~~
- Negotiate rent; process lease and contract agreements; review and approve rent increases to meet program requirements; explain the significance of agreements to landlords and tenants; process damage and vacancy loss claims. ~~S~~serve as the agency's contracting officer.
- ~~Investigate and resolve housing related complaints, conflicts and problems of tenants, property~~



JOB CLASSIFICATION

~~owners, staff and the general public.~~

- Prepare ~~and develop marketing promotional~~ materials regarding the various federal housing programs; conduct presentations and informational sessions.
- Provide regulatory information to prospective landlords regarding participation in the ~~Section 8HCV~~ rental assistance program; inform ~~Section 8HCV~~ program participants about portability requirements; send and receive participants to and from other Housing Authorities.
- Interpret and implement regulatory changes to the federal ~~CDBG, HOME, and housingHCV~~ programs. Review~~s~~ and implement~~s~~ regulations and notices from governmental and regulatory agencies and respond~~s~~ to such in a timely manner.
- Coordinate with Financial Services to prepare accurate and timely housing assistance payments (HAP) to landlords; calculate payments and pro-rated payments; assemble supporting documentation and process for distribution; prepare and execute repayment agreements ~~for payments~~; maintain a log for the agreements and repayments; and submit repayment funds to Financial Services for processing and deposit.
- Perform daily financial management and provide unit months leased report to Financial Services for monthly reporting.
- Prepare budget and financial statements related to Community Development Block Grant programs; monitor and maintain records of CDBG program revenues and expenditures; provide appropriate financial documentation for CDBG audits.
- ~~Interpret, implement, and administer the Housing Choice Voucher program according to Federal, State, and City regulations.~~
- Update administrative plans and manuals related to the Housing Choice Voucher, HOME, and CDBG programs and projects.
- ~~May perform various duties related to the administration of the Community Development Block Grant program, which may include reports, maintaining policies and procedures, conducting required steps to implement projects such as environmental review and project eligibility, monitoring service agency awards, preparing contracts, liens, and related documents to meet legal and regulatory requirements, or calculating and approving payments to contractors.~~
- Supervise, select, train~~Leads~~, motivates, and evaluate ~~provides training for agency~~ staff supervised by this position; provide or coordinate staff training, work with employees to correct deficiencies; recommend discipline and termination procedures to the Planning & Community Services Manager.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs and allocate resources appropriately, recommend and implement improvements, policies and procedures.
- Establish~~es~~ positive working relationships with representatives of community organizations, other governmental agencies and associations, and communicat~~e~~s and coordinate with other City



JOB CLASSIFICATION

departments.

OTHER DUTIES AND RESPONSIBILITIES

- Attend professional association meetings; complete regular HUD trainings; keep up to date on latest requirements and developments in federal grant and housing assistance programs and fair housing laws and regulations; monitor activities of federal and state governments related to funding of housing and community development programs.
- ~~• Prepare and present materials and monthly division staff reports to the Housing Commission. Serve as Commission Secretary and maintain minutes, files, and records. Make recommendations to the Commission regarding the adoption of new policies, changes to existing policies, and implement and administer upon approval.~~
- ~~• Assist division personnel in writing periodic reports to comply with grant requirements.~~
- Monitor paper work ~~Maintain digital and paper files~~ connected with ~~grant-funded programs~~ the HCV, CDBG, HOME, and other community development programs and grants.
- May administer and evaluate the Cedar Falls Utilities Assistance Program, including the tracking of and auditing of program funds; prepare marketing materials to encourage citizen residents to participate; prepare and submit the program's annual report. Make recommendations to the utility Board regarding adoption of new policies, changes to existing policies, and implement and administer upon approval.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Operational characteristics, services, and activities of various housing programs. Principles and procedures related to the Federal Housing Choice Voucher Program (Section 8) and Federal Community Development Block Grant Program.



JOB CLASSIFICATION

- ~~• Principles and policies of urban and community development.~~
- ~~• Building materials, structures and structural requirements, and mechanical functions in relation to a residential setting.~~
- ~~• Methods, materials and equipment used in residential construction.~~
- Basic principles and procedures of fFederal and state grant application and administration processes.
- Fair housing laws and other pertinent Federal, State and local laws, rules, codes and regulations.
- Basic pPrinciples and practices of accounting, budgeting, personnel management, and public relations.
- Basic real estate principles.
- Principles and procedures of filing and record keeping.
- Principles and procedures of business letter writing and report preparation.
- ~~• Principles and procedures related to comprehensive housing programs.~~
- ~~• Section 8 program administration (i.e. Housing Choice Voucher or current program).~~
- ~~• Laws underlying general plans, zoning, and land divisions.~~
- Modern office methods, practices, and computer equipment.
- Basic understanding of the structure and processes of local government.
- Customer service practices and principles.

ABILITY TO PERFORM

- Interpret and explain city policies and procedures.
- Work independently in the absence of supervision.
- Analyze problems and identify alternative solutions.
- ~~• Perform housing inspections and determine needed repairs to meet minimum housing standards.~~
- ~~• Analyze and compile technical and statistical information and prepare reports.~~
- ~~• Interpret and explain minimum housing codes.~~



JOB CLASSIFICATION

- ~~• Compile, compare and present mathematical information and calculate variables, formulas and proportion variables.~~
- ~~• Use a variety of equipment and supplies involved housing and grant administration, including a computer and computer aided grant software.~~
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Interpret and apply pertinent Federal, State and local laws, codes and regulations pertaining to federal housing and grant programs.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Prepare a variety of documents, reports, and correspondence
- ~~• Effectively handle a work environment and conditions which involve working independently.~~
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Train and give direction to staff.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two to five years of practical experience in Housing Choice Voucher program administration, Community Development Block Grant and/or HOME program administration; management of other housing programs, regional or community development, social service program administration, ~~rental inspection and code enforcement~~, or a related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's ~~D~~egree from an accredited college or university ~~in~~ in business administration, public administration, management, social work, accounting, or a related field and ~~two~~ years of experience in ~~Section 8~~Housing Choice Voucher and CDBG/HOME program management, administration of other housing or social service programs, regional or community development, ~~code enforcement~~, or a related field.

OR

High school diploma or equivalent supplemented by additional coursework/skills in a related field as noted above, and five years of experience in Housing Choice Voucher Program and/or CDBG/HOME program



JOB CLASSIFICATION

management, administration, of other housing or social service programs, regional or community development, ~~rental inspection and code enforcement~~, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license required.

Inspector Certification or ability to obtain certification from the Iowa Association of Housing Officials, as needed.

Ability to obtain other-or-related certifications as required by HUD-~~preferred~~.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for light lifting, walking, sitting or standing for prolonged periods of time; occasional squatting, crouching, kneeling, bending, or climbing stairs; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Traffic Technician	Job Code	627
Department	Public Works	Pay Band	309
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/2023	Adopted	05/15/2023
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Coordinate and conduct the skilled, technical, and maintenance work related to the design, installation, maintenance, and repair of the traffic control signal system, signs, and pavement markings; perform a variety of administrative and technical functions in support of the assigned areas of responsibility and complex staff assistance to the Traffic Operations Supervisor.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Traffic Operations Supervisor.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform skilled, technical, and maintenance work to install, maintain, and repair traffic signal systems, traffic control signs, and pavement markings; perform various administrative tasks to maintain records and inventory of work completed; operate the equipment and vehicles required for the assigned work.
- Troubleshoot, repair and test controllers and signal cabinet components, monitors, relays, battery backup systems, emergency preemption sensors, vehicle detection systems and other related equipment. Maintain work order records of completed work.
- Perform emergency repairs of traffic signals on site, including after normal work hours.



JOB CLASSIFICATION

- Assist in the implementation of goals and objectives for the traffic control operations; establish schedules and methods for providing traffic control services and operations; implement procedures as directed by supervisory and management staff.
- Monitor expenditures; recommend purchases of equipment, supplies, and materials; assist with the development of specifications for new purchases as appropriate. Locate all city-owned underground wires and conduits.
- Inspect the work performed by private contractors as appropriate; work with contractors to address problems with work and schedules; recommend changes.
- Responsible to utilize, interpret and implement the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) to fabricate, install and maintain traffic control signs throughout the city.
- Install pavement markings on city-owned roads and parking lots.
- Respond to citizen complaints and inquiries regarding traffic control; perform field inspections of existing signs, markings, and signals on city streets; verify compliance with local, state, and federal laws, codes, and regulations.
- Assist with maintenance, repair, and upgrade of outdoor emergency sirens.
- Perform troubleshooting and repair of electrical installations and projects on public infrastructure and public buildings.

OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of current trends and innovations in the field of traffic services and operations.
- Assist the Building Maintenance Section with repairs and upgrades of plumbing, HVAC systems and electrical projects.
- Assist with the installation of local area networks in city facilities as assigned.
- Snow removal and ice control, including after-hours response.
- Conduct special studies and projects as assigned.
- Perform other duties as assigned.



JOB CLASSIFICATION

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE OF

- Methods, materials, tools, equipment, procedures, practices, and theory used in the design, installation, maintenance and repair of traffic signal systems, and traffic control signs and markings.
- Pertinent federal, state, and local laws, codes and regulations.
- Manual on Uniform Traffic Control Devices.
- Practices and procedures for traffic signalization systems and equipment.
- Practices and equipment used for pavement marking.
- Electrical wiring techniques and procedures.
- City and departmental policies and procedures.
- Modern office procedures, methods, and computer equipment.
- Principles and procedures of record keeping.
- English usage, spelling, grammar, and punctuation.
- Safe work practices.
- Principles and practices in installing local area networks.

ABILITY TO PERFORM

- Understand and interpret plans, blueprints, diagrams, specifications, work orders and notes.
- Estimate time and materials needed for assigned projects.
- Design and interpret sign plans and sketches.
- Interpret and apply federal, state, and local policies, procedures, laws and regulations.
- Organize work for appropriate and timely completion.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.



JOB CLASSIFICATION

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two years of experience in traffic signals, signs, and pavement-marking work.

MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain within six months, an appropriate, valid Class B CDL with air brake endorsement.

Possession of, or ability to obtain International Municipal Signal Association (IMSA) Level I and II Certification within two years from the date of employment.

Ability to obtain Class A Electrical license within two years from the date of employment.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; field and shop environment; travel from site to site; hazards associated with working in and near traffic and in close proximity to moving machinery/equipment; exposure to dust, dirt, inclement weather conditions, electrical hazards, and loud noises (>85dB); working from ladders or other high places.

PHYSICAL CONDITIONS

Functions of this position require maintaining the physical condition necessary for carrying or lifting items greater than 40 pounds; sitting, standing, pushing, pulling, stretching, or walking for prolonged periods of time; bending and kneeling; general manual dexterity.



JOB CLASSIFICATION

Job Title	Civil CAD/ <u>GIS</u> Technician	Job Code	224
Department	Public Works	Pay Band	308
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	10/12/2020	Adopted	12/07/2020
Amended	<u>05/15/2023</u>		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Prepares technical drawings, plans ~~and~~ legal exhibits and/or produce data layers, maps, tables, and reports using GIS technology. Responsible for the development and management of drawing standards and develops and maintains web-based mapping applications and spatial data in ESRI ArcGIS Geodatabase for the City within the Engineering Division of the Public Works Department.

This position will be involved on a daily basis with creating the detailed drawings and construction plans for civil engineering projects that include municipal, transportation and utility projects, as well as commercial development, subdivisions, site planning and some structural design.

This position will also promote and assist with the implementation of GIS applications for the other divisions in the City as required.

DISTINGUISHING CHARACTERISTICS

This is a professional position ~~that is~~ responsible for creating CAD drawings and GIS data layers, maps, layouts, reports and designs using basic design and engineering principles and reviewing the drawings to ensure compliance with design standards that support and improve situational awareness, ~~and~~ city business processes, and efficiencies for city staff. This position will perform highly technical design work with minimal supervision. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Principal Engineer and/or City Engineer.

This position has no direct supervisory responsibilities.



JOB CLASSIFICATION

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist engineers and technicians with the preparation of engineering projects, including project design, plan production, and preparation of construction quantities and cost estimates.
- Draft plans and detailed drawings for structures, installations, and construction projects, such as municipal, transportation, utility and some structural design. Ability to review and offer feedback to provide quality assurance of plans and drawings.
- Complete plan review of infrastructure; including but not limited to: sanitary sewer, storm sewer, sidewalk and trail, shop drawings, private utility submittals, etc.
- Review, develop, and maintain CAD Standards for the City.
- Develop residential, commercial, and industrial site plans and reviews.
- Review rough sketches, drawings, specifications, and other engineering data received from civil engineers and technicians to ensure that they conform to design concepts.
- Draw maps, diagrams, and profiles, using cross-sections and surveys, to represent elevations, topographical contours, subsurface formations, and structures.
- Coordinate with GIS Analyst to work with various city departments, outside agencies, and other entities to help develop and maintain GIS databases.
- Coordinate with various divisions to meet their GIS needs and guide the development of department-specific GIS projects.
- Understand, follow, and develop written standards to perform advanced spatial analysis, basic programming, and database setup and configuration.
- Develop spatial data QA/QC reports under the general guidance of the project manager.
- Perform research and write objective summary reports which are used in the completion of project work or inspection.
- Complete field observation, inspection, and asset inventory data collection as directed by the project engineer.
- Determine the order of work and method of presentation, such as orthographic or isometric drawings and detailed project plans.



JOB CLASSIFICATION

- As required, conduct field surveys, inspections, or technical investigations to obtain data required to develop or revise drawings and as-builts.
- Prepare, maintain, and update a variety of files and records, project files, drawings, exhibits or other related documentation pertaining to operations of CAD technologies and supported systems.
- As required, assist in the preparation and participation of land, design, construction, and topographic survey projects, including the collection and interpretation of survey information, staking construction projects, and determination of sidewalk and driveway elevations.
- Utilize strong analytical and problem-solving skills to identify and correct deficiencies, errors, and omissions which can be found in construction plans and drawings.
- Provide solid written and verbal communications to answer questions and provide information to city staff, private contractors and developers, and the general public; respond to and resolve sensitive citizen inquiries and complaints.
- Assist with the coordination of assigned engineering projects including drafting upcoming construction projects; draw and update city maps; record and catalog new developments and subdivisions.
- Interpret field data to include, survey records, inspection logs, sketches, notes, etc. in order to prepare detailed engineering drawings with AutoCAD computer software. Utilize other ancillary software and equipment to perform the same with CAD systems technology.
- Assist in the maintenance and updating of computer-generated water, sanitary sewer, and storm water maps as well as subdivision and address maps by utilizing GIS software.

OTHER DUTIES AND RESPONSIBILITIES

- Provide staff support to the engineering division; conduct special projects and research.
- Provide as necessary, drawings, reports, and exhibits to support operations of other divisions within the City.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Drafting design, methods, and techniques involved in the production of technical plans, drawings, models, easements, plats, and exhibits.



JOB CLASSIFICATION

- Principles and techniques of computer-aided design software for the practical application of engineering science and technology. Experienced in and knowledgeable of MicroStation and HydroCAD a plus.
- Geospatial systems development.
- ESRI ArcGIS Software.
- GIS data collection.
- Modern office procedures, methods, and computer equipment.
- Operational capabilities and limitations of equipment, supplies, and materials used in engineering projects.
- Principles, practices, and techniques of civil engineering design, construction, and land surveying.
- ~~Knowledge of a~~ arithmetic, algebra, geometry, calculus, statistics and their applications, principles, and practices.
- ~~Knowledge of v~~ various technical survey instruments and equipment.
- Basic understanding of surveying methods, practices and techniques.
- Understanding of materials, methods, and tools involved in the construction of roads, bridges and infrastructure.
- Pertinent federal, state, and local laws, codes and regulations.

ABILITY TO PERFORM

- Produce drawings, maps, or reports using AutoCad Civil3D or ArcGIS.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing; respond to and resolve sensitive citizen inquiries and complaints in a timely manner.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES



JOB CLASSIFICATION

MINIMUM EXPERIENCE

~~Minimum of 2~~ Two years ~~of~~ AutoCad Civil 3D and technical experience in the civil engineering industry.

OR

Two years of experience in Geographical Information Systems.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate's degree from an accredited college or university or two-year equivalent with certification of completion for CAD or GIS ~~certificate of completion~~ from an accredited technical institute, both with major course work in drafting and design or geospatial applications, preferably with a civil engineering emphasis or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of or ability to obtain CAD or GIS certificate ~~in lieu of an Associate's degree~~.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; occasional exposure to outdoor weather conditions and working alongside moving traffic and equipment/machinery.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; bending, crawling, kneeling and pushing, pulling, reaching above the shoulder movements during inspection activities; light or moderate lifting up to 40 pounds; climbing ladders/stairs; ability to distinguish color.



JOB CLASSIFICATION

Job Title	Content Coordinator	Job Code	011
Department	Various	Pay Band	306
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	01/2023	Adopted	05/15/2023
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Develop and coordinate communications, marketing, advertising, and branding efforts for the assigned department or division, including special projects and media relations; promote a well-coordinated message for the assigned area; assist in the coordination of communication through the appropriate websites, public access channel, newsletters, and social media.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the respective division supervisor or manager and/or the Communications Specialist.

This position has no direct supervisory responsibilities.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist with the development and implementation of a communication strategy for assigned area.
- Develop and maintain effective working relationships with local, regional, and national media contacts in line with assigned area.
- Assist in the coordination of written communications to ensure consistency of brand identity.
- Coordinate and update social media sites, maintain and create content for the website, and newsletters.



JOB CLASSIFICATION

- Assist in the coordination of planning advertising campaigns and compile performance reports.
- Maintain online calendar process by adding, editing, and submitting events.
- Maintain photo and video library for use in communications/marketing materials.
- Prepare, type, word process, proofread, and independently compose a variety of documents including general correspondence, reports, memoranda, and statistical charts.

OTHER DUTIES AND RESPONSIBILITIES

- Answer questions via phone, in person, and email and provide information to the public, outside agencies, and other departments and divisions; receive, refer, or resolve citizen and client complaints and questions; follow up to ensure proper resolution.
- Interpret services and policies to general public, vendors, and public agencies; participate in community meetings and organizational planning.
- Maintain information database; run reports and database searches.
- Prepare and maintain a variety of files and filing systems; prepare, maintain and update various records; verify and distribute information as requested; photocopy, mail or fax materials as necessary.
- Compile, maintain, produce and distribute various reports and mailings related to operations and services of a department or division: expenditure, revenue, events, paid and volunteer personnel, membership listings, gift shop, etc.
- Attend various staff meetings; assist others answering questions, providing information, or referring to appropriate agencies or personnel about matters related to a department or division.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and practices of public relations and public information.
- Principles of advertising techniques and development of advertising campaigns/materials.
- Principles of current social media practices.
- Communication and public relation skills; business English and spelling.
- Principles of computer technology, including hardware and software.



JOB CLASSIFICATION

- Modern administrative procedures, methods, and practices.

ABILITY TO PERFORM

- Communicate to diverse audience, including city residents, potential visitors, local businesses, and members of the media.
- Prepare and present accurate and reliable reports and information.
- Communicate clearly and concisely, both orally and in writing, to inform and influence.
- Provide strong creativity and energy to facilitate successful public relations and advertising strategies.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Strategic thinking, while paying attention to detail.
- Use of independent judgement and personal initiative.
- Effectively operate and utilize desktop publishing, word processing and spreadsheet applications, Internet, telephone, copier, and office skills, etc.
- Interpret and apply administrative, departmental, and divisional policies and procedures.
- Work under pressure while handling a large volume of projects.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

At least one year of professional work experience in public relations, marketing, journalism, communications, or related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate degree from an accredited college or university in communication, journalism, marketing, English, public relations, or a related field, with three years of relevant work experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate valid driver's license.



JOB CLASSIFICATION

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; subject to high levels of public contact, and occasional irregular work hours to attend and showcase community events.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, and sitting for prolonged periods of time; pushing, pulling, and reaching above the shoulder motions while performing work activities; general manual dexterity.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: May 8, 2023

SUBJECT: RFP for Benefits Consultant

Attached is an agreement with PDCM Insurance to provide benefits consulting services to the City of Cedar Falls on the City's benefits plans related to health, prescription drug, dental, life, long-term disability, COBRA, flexible spending, health reimbursement, and wellness for a three-year term beginning July 1, 2023.

The City has received benefits consulting services from Holmes Murphy since 2019. While generally pleased with the service provided, due to a proposed mid-contract price increase, we determined it to be an appropriate time to do an RFP to ensure appropriateness in the market.

The RFP was distributed in February to prospective consulting firms requesting them to submit bids in writing for the opportunity to provide benefits consulting services for the City. The RFP included a specific scope of services to be provided and included services that we are not currently receiving but based on the current insurance environment, would find beneficial. Nine firms responded with proposals and based on a number of factors including public sector experience, consultant qualifications, client references, and price, Cottingham & Butler, PDCM Insurance, Kunkel & Associates, and Innovative Business Consultants were chosen to visit City Hall and present to the Director of Finance and Business Operations, Controller/City Treasurer, Human Resources Manager and Accountant. Holmes Murphy, as our current benefits consultant, also responded to the RFP and was considered a finalist as well.

Following the presentations, the City reached out to the firms' client references for further input and discussion from those that have worked directly with the finalists. Follow-up and clarifying questions were then asked of the firms. After consideration and internal deliberation of all the steps throughout the process, PDCM Insurance was selected from the group of finalists. PDCM was determined to have the most comprehensive level of services, experience, employee and employer resources offered, and overall best fit for the City's needs of the five finalists. PDCM was also the most local consultant, serving several local public entities, with references stating they are very responsive and customer-service oriented. This proposed agreement also results in approximate annual savings of \$5,500 had the City continued with the current broker under a similar agreement.

We would like to move forward with the selection of PDCM Insurance by signing the attached benefits consulting agreement. The agreement has been reviewed by City Attorney Rogers.

If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachments

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
PDCM Benefits Consultant

This Agreement is by and between PDCM Insurance ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date set forth below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on July 1, 2023 for a term of three years through June 30, 2026 unless earlier terminated under the terms of this Agreement. This Agreement may be extended by the City for additional terms of one year each through June 30, 2028 upon written notice by The City to the Contractor prior to the end of the initial term or first extension upon the same terms and conditions herein.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0 Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0 Additional Terms.

25.0 Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Bailey Schindel

Title: Human Resources Manager

Address: 220 Clay St.

Cedar Falls, IA 50613

Telephone: 319-268-5531

Email: bailey.schindel@cedarfalls.com

Contractor:

Name: John Monaghan

Title: President PDCM Employee Benefits

Address: 3022 Airport BLVD.

Waterloo, 50703

Telephone: 319-240-2708

Email: jmonaghan@pdc.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

John Monaghan

By: _____

Its: President Employee Benefits

Date: May 9 23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

“Exhibit A”

Scope of Services

1. Scope of Services to be Provided by Contractor

PDCM Insurance, hereinafter referred to as “Contractor,” shall provide the City of Cedar Falls, Iowa here in after referred to as “City,” with consulting, actuarial, and brokerage services for its Employee Benefits Program (the “Program”) which includes plans for life, accidental death & dismemberment (AD&D), long-term disability (LTD), medical, dental, prescription drugs, flexible spending, health reimbursement accounts, COBRA, employee wellness, and any future benefit plans added to the program under the terms and conditions set forth herein. Additional services may be performed by Contractor as necessary upon terms mutually agreeable by the parties.

A. CONSULTING SERVICES

- Conduct core beliefs exercise with City’s executive team and develop of a complete understanding of the Program offered by the City.
- Analyze the current Program and develop a strategic plan for both immediate and long-term approaches in order to optimize benefits and mitigate health care cost trends.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request.
- Provide administration/HR support and address questions and concerns raised by City’s employees and management.
- Prepare, strategize, and facilitate open enrollment meetings, including any associated materials.
- Facilitate employee engagement surveys as necessary.
- Review existing and proposed policies/contracts/certificates for completeness, accuracy, and compliance.
- Advise and counsel regarding program funding alternatives and employee contribution rates.
- Evaluate and provide guidance on appropriate funding reserves and reserves management.
- Meet with the City in person on a minimum of a quarterly basis or as often as mutually agreed upon by the Contractor and City.
- Provide access to Shift Rx prescription drug savings tool.
- Consult on the monitoring of the Employee Assistance Program (“EAP”).
- Provide assistance to City in reviewing and evaluating potential new ERP systems for administration and/or integration of a benefits administration system/module/portal.

B. MARKETING SERVICES

- Evaluate and consult on market trends.

- As requested by City, prepare, evaluate, and market plans of the Program through bid specifications request for proposal (“RFP”) process as necessary. When feasible, a minimum of three competitive quotes should be received for each plan being marketed.
- Identify and evaluate vendors for outsourcing COBRA administration if requested.
- Analyze current Pharmacy Benefit Management (PBM) agreement. Identify, evaluate, and recommend alternative PBM options for City review.
- Analyze, present, and recommend vendors and plans based on marketing results when requested.
- Negotiate pricing, performance guarantees, and contract terms with carriers of all Program plans provided as necessary.
- Provide new carrier installation/implementation support for City personnel.
- Perform carrier review (A.M. Best).
- Review SPD and SBC documents for accuracy and consistency with terms of coverage sold/renewal terms of all plans provided by the City.
- Identify and evaluate voluntary employee-funded benefits, if requested, that may be appropriate for the City and its employees. If such plans are implemented by the City, Contractor may receive commissions, but such commissions must be disclosed prior to when Contractor recommends a voluntary employee-funded benefit plan to the City.

C. RENEWAL STRATEGY AND SERVICES

- Conduct pre-renewal strategy meeting.
- Manage renewal process and present renewal recommendations in a timely manner based on strategic plan.
- Consult on Program and proposed Program plan design changes and eligibility (waiting periods, contract language, etc.).
- Track benefit design and rate history.
- Interface with vendors as appropriate regarding plan design changes.
- Perform Benefit Portfolio financial and utilization analysis (if available by carrier).
- Assist with financial/strategic/budget planning.

D. COMMUNICATIONS

- Provide access to PDCM-sponsored seminars and webinars.
- Advise employees on benefits through virtual or on-site open enrollment meetings and education.
- Assist in providing health and wellness related content as requested by the City.
- Update template communications for annual benefits open enrollment.
- Assist appropriate City officials in training and education relative to the Program to ensure proper communication between employees, insurers, vendors, and City personnel.
- Assist with and/or participate in planning meetings with City bargaining units to explain current Program and any future changes to Program.

- Prepare customized guide summarizing available benefits for employees.
- Provide access to customized on-line Bernie Portal benefits portal, Knowledge Center online HR compliance and education platform, and TruHu employee engagement and communication tool.
- Assist with employee wellness education campaigns (templates), as necessary.
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.
- Evaluate and provide feedback on City developed communications including memos and emails regarding the Program and Program changes and notifications.

E. COMPLIANCE

- Respond to inquiries as requested.
- Make available PDCM-sponsored seminars and webinars.
- Assist with annual compliance submissions including but not necessarily limited to PCORI fee reporting, non-discrimination testing, Consolidated Appropriations Act (CAA) reporting, and Creditable Coverage disclosure to CMS.
- Conduct compliance review and propose strategies to strengthen areas in need of improvement.
- Provide compliance alert emails and updates.
- Inform City on legislative and regulatory changes with potential impact on benefit plans including on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- Provide analysis of City's HIPAA documents, procedures, policies, evaluate for compliance, and recommend appropriate changes as necessary.

F. WELLNESS/CLINICAL SERVICES

- Assist with employee wellness education campaigns (templates).
- Provide access to PDCM Wellness Coaches.
- Evaluate current wellness program offerings and strategies and recommend changes as necessary.
- Evaluate and assist with implementation of wellness/clinical and carrier provided programs as necessary.

G. FINANCIALS/REPORTING/DATA ANALYSIS

- Calculate COBRA rates for all benefits.
- Prepare, analyze, and present contribution modeling analytics.
- Provide access to Innovu claims analytics platform.
- Provide annual health plan financial analysis (if available by carrier).
- Provide and analyze vendor claims reporting at least annually.
- Present large claimant analysis.

- Reforecast current year budget with revised enrollment.
- Conduct and present benchmarking analysis.
- Conduct and present Carrier network analysis.
- Perform GASB 75 and 509A reporting services as required by laws and regulations.

H. ADDITIONAL SERVICES

Additional services are available either through PDCM or a third party at an additional cost. These services are not included in the PDCM core scope of services. Cost for these services to be provided by Contractor at City's request.

- Plan document and SPD creation.
- Virtual mental health services program.
- ACAP Health products and services.
- Third-party audit costs.
- Benefit administration vendor and benefit technology evaluation and implementations.
- Benefit eligibility management.
- Total value/compensation statements.
- 5500 Form filing preparation.

“Exhibit B”**Cost of Services**

Consultant professional fees are based on a pre-agreed, fixed annual budget. City agrees to pay Consultant professional fees as outlined below. These annual fees are payable in monthly installments of equal amounts and Consultant agrees to submit invoices to City on a monthly basis. City agrees to pay monthly invoices within sixty (60) days of receipt of invoice.

Total Year 1 Annual Fee: \$42,500

Total Year 2 Annual Fee: \$42,500

Total Year 3 Annual Fee: \$42,500

Total Year 4-5 (City Option) Annual Fee: \$44,000

“Exhibit C”

**INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor’s interests and such coverage and limits shall not be deemed a limitation on Contractor’s liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

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.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily

injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.



DEPARTMENT OF COMMUNITY DEVELOPMENT

RECREATION CENTER
 110 E 13TH STREET
 CEDAR FALLS, IOWA 50613
 PH: 319-273-8636
 FAX: 319-273-8656

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council Members
FROM: Mike Soppe, Recreation & Community Programs Manager
DATE: May 5, 2023
SUBJECT: Contractor for weightroom equipment.

The Recreation Division distributed an RFQ on March 24, 2023 to Push Pedal Pull Inc, Direct Fitness Solutions, and Advantage Sport and Fitness for a contract related to purchasing new weightroom machines and equipment for the Rec Center. Quotes were received Friday April 14, 2023 with Push Pedal Pull Inc being the low bid.

Administrative Policy 11.02.7 outlines that staff must ensure a fair and reasonable price for the project and after that submit a contract for Council approval.

I feel that their prices are fair and recommend retaining their services. They are backed by the industry's best warranty on their equipment. They also have full time service technicians in Cedar Rapids who could quickly service the equipment if needed. They were able to meet our goal installation date.

Department of Community Development recommends approving a contract with Push Pedal Pull as the contract supplier of weightroom equipment for the Rec Center. Attached is the contract for your approval.

Please let me know if you have any questions.

Thank you.

c Stephanie Houk Sheetz, Director of Community Development

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

Push Pedal Pull, Inc

This Agreement is by and between Push/Pedal/Pull Inc ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on July 1, 2026 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: No waivers. (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

None.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Mike Soppe

Title: Recreation & Community Programs Manager

Address: 110 E 13th St.

Cedar Falls, IA 50613

Telephone: (319) 268-5528

Email: mike.soppe@cedarfalls.com

Contractor:

Name: Push Pedal Pull, Inc (Tyler Pedersen)

Title: Sales Manager

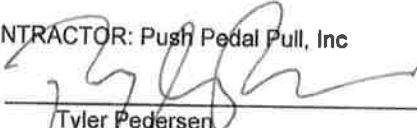
Address: 155 Collins Rd NE

Cedar Rapids, 52402

Telephone: (515) 851-2177

Email: tpedersen@pushpedalpull.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR: Push Pedal Pull, Inc
By: 
 Tyler Pedersen
Its: Commercial Sales

Date: 5-5-2023

CITY OF CEDAR FALLS, IOWA

By: _____
 Robert M. Green, Mayor

Attest: _____
 Jacqueline Danielsén, MMC, City Clerk

Date: _____

**Exhibit A
Services**

Contractor will provide an easy and accurate electronic platform for the City to use in product ordering.

Contractor will deliver, set up, and install equipment at the Rec Center in Cedar Falls. The City will submit an order of a list of products identified in Exhibit B.

Contractor will work with Recreation & Community Programs Manager and agree on an install date and time.

Contractor will disassemble and remove current equipment at the time of installation.

Exhibit B Payment Terms

The City would pay 50% initially and 50% after installation.

Contractor will provide City with an invoice within 30 days of delivery and installation.

Contractor's product listing and pricing are listed as follows:

RFP for Cedar Falls Weightroom & Fitness Equip

To be submitted by 3:00 PM on April 14, 2023

Push Pedal Pull

Company Being Represented

515-851-2177

Phone Number

Tyler Pedersen

Person Submitting RFP

tpedersen@p

E-Ma

155 Collins Rd NE, Cedar Rapids, Iowa 52

Mailing Address

Directions: Please bid on equipment listed and or equal/adequate substitution. You are encouraged to provide information on more than one machine/model that you think will fit our possible needs. Just fill in the Make/Model & Price Per Machine in the respective SHADED BOX the cost for each possible additional machine on the far right. Please answer the questions at the end, once again, just using the shaded

Type of Machine		Make/Models	Base # of Machines	Price Per Machine	Total Cost for Base # of
Functional Training	Cable Cross	Precor 4-Stack CW2180	1	\$10,798.00	\$10,798.00
	Functional Trainer	Precor Training System	1	\$5,299.00	\$5,299.00
Selectorized	Back Extension	Precor Resolute Series	1	3,999.00	\$3,999.00
	Tricep Extension	Precor Resolute Series	1	3,999.00	\$3,999.00
	Seated Leg Curl	Precor Resolute Series	1	4,799.00	\$4,799.00
	Inner/Outer Thigh	Precor C008BP	1	2,899.00	\$2,899.00
	Delt/Pectorial	Precor RSL0505	1	4,199.00	\$4,199.00
	Biceps	Precor Bicep Curl	1	3,799.00	\$3,799.00
	Leg Press	Precor Resolute Series	1	5,799.00	\$5,799.00
	Chest Press	Precor Resolute Converging	1	4,499.00	\$4,499.00
	Shoulder Press	Precor Resolute Converging	1	4,199.00	\$4,199.00
	Multi Press	Precor C024BP	1	2,899.00	\$2,899.00
	Seated Row	Precor Resolute Series	1	3,999.00	\$3,999.00
	Leg Extension	Precor Resolute Series	1	4,399.00	\$4,399.00
Plate Loaded Equip	Calf Raise	Precor Discovery Series	1	1,399.00	\$1,399.00
	Bench Curl	Precor Preacher Curl Bench	1	899.00	\$899.00
	Smith Machine	Precor Discovery Series	1	3,999.00	\$3,999.00
	Angled Leg Press	Precor Discovery Series	1	4,999.00	\$4,999.00

Free Weights	Knee Up	Precor Vertical Knee Up	1	1,099.00	\$1,099.00
	Back Extension	Precor Back Extension	1	999.00	\$999.00
	Adjustable Bench	Precor Discovery Series	5	999.00	\$4,995.00
	Multi-Purpose Bench	Precor Discovery Series	1	499.00	\$499.00
	Adjustable Decline Bench	Precor Discovery Series	1	899.00	\$899.00
	Dumbbell Rack	Precor 3-Tier 15 Pair	1	1,299.00	\$1,299.00
	Dumbbell Rack	Precor 3-Tier 10 Pair	1	999.00	\$999.00
	Weight Plate Tree	Precor Discovery Series	1	499.00	\$499.00
Free Weight Racks	Half Rack 8'	Dynamic Titan G2	4	2,199.00	\$8,796.00
	Chin Bar	Dynamic Titan Multi-Grip	4	229.00	\$916.00
	Storage (bumper)	Dynamic Titan Annex Bumper	2	399.00	\$798.00
	Storage (kettlebell, med ball)	Dynamic Titan Drop-in Shelf	6	399.00	\$2,394.00
Free Weight Accessories	Bumper Plate	TAG 45lb Olympic Plate	16	179.00	\$2,864.00
	Bumper Plate	TAG 25lb Olympic Plate	8	123.00	\$984.00
	Bumper Plate	TAG 10lb Olympic Plate	16	105.00	\$1,680.00
	Rubber Plate	TAG 45lb Olympic Plate	14	83.00	\$1,162.00
	Rubber Plate	TAG 35lb Olympic Plate	6	65.00	\$390.00
	Rubber Plate	TAG 25lb Olympic Plate	6	46.00	\$276.00
	Rubber Plate	TAG 10lb Olympic Plate	8	19.00	\$152.00
	Rubber Plate	TAG 5 lb Olympic Plate	14	10.00	\$140.00
	Rubber Plate	TAG 2.5lb Olympic Plate	14	5.00	\$70.00
	Bar	Midwest Power Bar	4	260.00	\$1,040.00
	Logo's on Plates	CF Rec Logo Water Cut	1	400.00	\$400.00
	Bar Collar (pair)	TAG Locking Olympic Collar	7	25.00	\$175.00
	Dumbbell Set	TAG Ultrathane 5-25lb	1	\$445.00	\$445.00

	Dumbbell Set	TAG Ultrathane 5-125lb	1	\$9,723.00	\$9,723.00
	Dumbbell Set	TAG Ultrathane 7.5-27.5lb	1	\$529.00	\$529.00
	Logo's on Dumbbells	CF Rec Logo	1	\$400.00	\$400.00
Platforms	2' x 2' Floor Tiles	Everlast Ultratile	96	\$35.00	\$3,360.00
	2' x' 2' Floor Tiles Drop Zone	Everlast Ultralite	24	\$35.00	\$840.00
	Tile Connection	Everlast Quad Block	120	\$3.00	\$360.00
	ADA No Trip Reducer	Everlast	10	\$35.00	\$350.00
	Logo's on Floor Matting	CF Rec Logo	4	\$1,249.00	\$4,996.00
Cable Selectorized	Freemotion Selectorized Circuit	Genesis Abdominal	1	\$3,199.00	\$3,199.00
	Freemotion Selectorized Circuit	Genesis Lat	1	\$4,499.00	\$4,499.00
	Freemotion Selectorized Circuit	Genesis Quad/Hip	1	\$4,199.00	\$4,199.00
	Freemotion Selectorized Circuit	Genesis Multi- Chest	1	\$3,499.00	\$3,499.00
	Freemotion Selectorized Circuit	Genesis Glute/Hamstring	1	\$4,199.00	\$4,199.00
	Freemotion Selectorized Circuit	Genesis Bicep	1	\$3,599.00	\$3,599.00
	Freemotion Selectorized Circuit	Genesis Multi- Shoulder	1	\$3,199.00	\$3,199.00
	Freemotion Selectorized Circuit	Genesis Multi- Calf	1	\$4,699.00	\$4,699.00
	Freemotion Selectorized Circuit	Genesis Multi- Pull Low	1	\$3,599.00	\$3,599.00
	Freemotion Selectorized Circuit	Genesis Multi - Pull High	1	\$3,599.00	\$3,599.00
	Freemotion Selectorized Circuit	Genesis Squat	1	\$6,499.00	\$6,499.00
	Freemotion Selectorized Circuit	Genesis Tricep	1	\$3,599.00	\$3,599.00
Statinoary Bikes	Keiser M3i	Indoor Cycle	6	\$1,999.00	\$11,994.00

Misc	Delivery	One Time Fee	1	\$17,400.0	\$17,400.00
	Installation	One Time Fee	1	\$9,595.00	\$9,595.00
	Accessories	One Time Fee	1	\$1,624.00	\$1,624.00
TOTAL	<u>Total Cost of the Project</u>				\$220,410.00

Exhibit C
Certificate of Liability Insurance

DESCRIPTIONS (Continued from Page 1)

Item 20.

members are named as additional insured with respect to ongoing and completed operations on General Liability as required by written contract. Insurance is primary and non-contributory as required by written contract. Waiver of subrogation in favor of Cedar Falls Recreation and Fitness Center, The City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa applies on General Liability, Auto Liability and Workers Compensation policies as required by written contract. Umbrella follows form. Policy provision is 30 days notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

PROVISIONS

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

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

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

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

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

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

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

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

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

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Blanket Additional Insured – Broad Form Vendors</p> <p>E. Blanket Additional Insured – Controlling Interest</p> <p>F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>I. Blanket Additional Insured – Grantors Of Franchises</p> <p>J. Incidental Medical Malpractice</p> <p>K. Blanket Waiver Of Subrogation</p> |
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PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

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

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

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

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

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

- b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

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

Coverage under this provision does not apply to:

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

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

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

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

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

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

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

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

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

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

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:

- (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
- (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

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

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

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

COMMERCIAL GENERAL LIABILITY

canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

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

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

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

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental

medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not

subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

K. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

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

subsequent to the execution of the contract or agreement.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

POLICY NUMBER: Y-630-868K0416-IND-23

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02-08-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 25,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS

Designated Locations:

ALL LOCATIONS LISTED ON IL T0 03 LOCATION SCHEDULE

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".
3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
- b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
- (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages
- under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
- (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in

Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
 (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:
- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage B.
- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
 (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS

For policies or exposure in Missouri:

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2023

Policy No. ZAWCI5806304

Endorsement No.001

Insured PUSH PEDAL PULL, INC.

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 03)

ADDRESS:
(CONTINUED ON IL T8 03)

SIOUX FALLS
SD
57105-6134

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: Y-630-868K0416-IND-23

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION

PROVIDED BY US(IL T4 05 05 19)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY
CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN,
BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT

ADDRESS IS AMENDED TO READ:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GOVERNMENTAL IMMUNITY ENDORSEMENT – IOWA
JURISDICTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Iowa Jurisdiction:****Description Of Project:**The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:****IOWA GOVERNMENTAL IMMUNITY**

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Brock Goos, Recreation Program Supervisor
DATE: May 4, 2023
SUBJECT: Collaborative Program Agreement – Youth Tennis Lessons

Attached is a One-year agreement with The Black Hawk Tennis Club to provide Youth Tennis Lessons as Part of our Summer Program Offerings. This agreement is being recommended by the Recreation Division staff.

The contract requires the contractor to furnish staff, onsite instruction and equipment to deliver these lessons, in exchange for 80% of program revenue. The Recreation Division will provide Registration, Promotion and Program Facilities.

We continue to work with The Black Hawk Tennis Club to provide our participants with quality recreation programming, and recommend the agreement through September 1, 2023.

Thank you.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
THE BLACK HAWK TENNIS CLUB

This Agreement is by and between The Black Hawk Tennis Club ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 9/1/2023 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: Brock Goos

Title: Recreation Program Supervisor

Address: 110 East 13th St.

Cedar Falls, IA 50613

Telephone: 319-273-8636

Email: Brock.Goos@cedarfalls.com

Contractor:

Name: Tara Sagers

Title: Tennis Professional, Director of Operation

Address: 1005 Black Hawk Rd.

Waterloo, IA 50701


Telephone: 319-232-7512

Email: tara.sagers@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Black Hawk Tennis Club

By: 
Its: _____

Date: 4/21/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit "A"

"Services" or "Scope of Services"

Cedar Falls Tennis and The Black Hawk Tennis Club shall provide

Program Staff including adequate professional onsite supervisors and proper subordinate staff equal to appropriate staff/participant ratio based upon activity and age of participants for the agreed upon below Tennis program schedule.

Red Ball Class	5-7 yrs	M&W	6/13 -7/20	11- 11:55
Orange Ball Class	7-10 yrs	M&W	6/13 -7/20	9- 9:55
Green Ball Class	10-12 yrs	M&W	6/13 -7/20	10- 10:55
Yellow Ball Class	12+	M&W	6/13 -7/20	11- 11:55
Red Ball Class	5-7 yrs	T & th	6/14 - 7/21	11- 11:55
Orange Ball Class	7-10 yrs	T & th	6/14 - 7/21	9- 9:55
Green Ball Class	10-12 yrs	T & th	6/14 - 7/21	10- 10:55
Yellow Ball Class	12+	T & TH	6/14 - 7/21	11- 11:55

All Necessary Program Equipment

City of Cedar Falls Rec Division shall provide

Program Participant registration, online, in person over the phone, Program Participant waivers,

Participant list with contact information or other requested data.

Participant communication, announcements or alerts

Adequate reserved Facilities Program Facility, Restrooms or Portables Units.

Basic program promotion

Exhibit "B"

Payment for Services

Upon successful completion of the program The City of Cedar Falls will share a program revenue/expense summary. Showing totals of registration fees to be paid to the Collaborating agency less a 20% administration fee and any other expenses accrued by the Recreation Division directly related to the operation of the program.

REVENUE - EXAMPLE		
Registration Fee	\$40.00	
2nd - 4th Grade	25	\$1,000
5th & 6th grade	8	\$320
7th & 8th grade	2	\$80
Total Participants	35	
Total Number of Meetings	4	
REC EXPENSES		
Equipment = Balls	provided by club	\$0.00
T-Shirts (part. + 5 staff)	\$5.90	\$236.00
Port-A-Potty	na	\$0.00
Maintenance	no lines	\$0.00
Equipment cones pinnies, flags	na	\$0.00
Initial Equipment Expense	na	\$0.00
Administration 20% after rec expenses		\$232.80
TOTALS		
Revenue		\$1,400
Total Expenses		\$468.80
Total Due to _____ Club	XXXX vendor number	\$931.20
EXPENSE -Per registration		\$13.39

Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

EXHIBIT "C"

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in this exhibit.

SMALL SERVICES – INSURANCE REQUIREMENTS

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: (Combined Single Limit) \$1,000,000
If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Brock Goos, Recreation Program Supervisor
DATE: May 4, 2023
SUBJECT: Collaborative Program Agreement – Youth Non-Contact Rugby

Attached is a One-year agreement with The Cedar Falls Tiger Rugby Club to provide Youth Non-Contact Rugby as Part of our Summer Program Offerings. This agreement is being recommended by the Recreation Division staff.

The contract requires the contractor to furnish staff, onsite instruction and equipment to deliver this youth program, in exchange for 80% of program revenue. The Recreation Division will provide Registration, Promotion and Program Facilities.

We continue to work with The Cedar Falls Tiger Rugby Club to provide our participants with quality recreation programming, and recommend the agreement through September 1, 2025.

Thank you.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
THE CEDAR FALLS TIGER RUGBY CLUB

This Agreement is by and between The Cedar Falls Tiger Rugby Club ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the

invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 9/1/2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days

before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: Brock Goos
Title: Recreation Program Supervisor
Address: 110 East 13th St.
Cedar Falls, IA 50613
Telephone: 319-273-8636
Email: Brock.Goos@cedarfalls.com

Contractor:
Name: Brent Piper
Title: Director of Cedar Falls Rugby
Address: 3610 Briarwood Dr
Cedar Falls, Ia 50613
Telephone: 641-512-4513
Email: brentpiper84@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

The Cedar Falls Tiger Rugby Club

By: Brent Piper

Its: [Signature]

Date: 5-3-2023

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsens, MMC, City Clerk

Date: _____

Exhibit "A"**"Services" or "Scope of Services"**

Cedar Falls Tiger Rugby Club Shall Provide

Program Staff including adequate professional onsite supervisors and proper subordinate staff equal to appropriate staff/participant ratio based upon activity and age of participants for the agreed upon below Rugby program schedule and potential make-up days

Grades Levels: 1st & 2nd Grade & 3rd -8th Grade

Dates: June 1, **Days:** Thursdays June 1, 8,15,22 2023

Times: 5 – 7:30pm

Location: Washington Park

Fee: \$35.00

All Necessary Program Equipment needed for operation of this program.

City of Cedar Falls Rec Division shall provide

Program Participant registration, online, in person over the phone, Program Participant waivers,

Participant list with contact information or other requested data shirt, grade level sizes etc.

Participant communication, announcement alerts

Adequate reserved Facilities Program Facility, Restrooms or Portables Units.

Contribute to Basic program promotion

Design, Collect orders, secure printing of T-shirts for participants and specified number of staff. Expense which will be removed subtracted from registration fees as shown in exhibit B.

Exhibit "B"

Payment for Services

Upon successful completion of the program The City of Cedar Falls will share a program revenue/expense summary. Showing totals of registration fees to be paid to the Collaborating agency less a 20% administration fee and any other expenses accrued by the Recreation Division directly related to the operation of the program.

REVENUE - EXAMPLE

Registration Fee	\$30.00	
2nd - 4th Grade	25	\$750
5th & 6th grade	8	\$240
7th & 8th grade	2	\$60
Total Participants	35	
Total Number of Meetings	4	

REC EXPENSES

Equipment = Balls	provided by club		\$0.00
T-Shirts (part. + 5 staff)		\$5.90	\$236.00
Port-A-Potty	na		\$0.00
Maintenance	no lines		\$0.00
Equipment cones pinnies, flags	na		\$0.00
Initial Equipment Expense	na		\$0.00
Administration 20% after rec expenses			\$162.80

TOTALS

Revenue		\$1,050
Total Expenses		\$398.80
Total Due to _____ Club	XXXXX vendor number	\$651.20

EXPENSE -Per registration	\$11.39
----------------------------------	---------

Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

EXHIBIT "C"

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in this exhibit.

SMALL SERVICES – INSURANCE REQUIREMENTS

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: *(Combined Single Limit)* \$1,000,000
If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4 Item 22.

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

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

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME:	
	PHONE (A/C, No, Ext): 206-441-6300	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest National Insurance Company		10120
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED United States of America Rugby Football Union Ltd DBA: USA Rugby 501 S Cherry St #100 Denver CO 80246	CERTIFICATE NUMBER: 74205700	REVISION NUMBER:
--	-------------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse & Molestation <input checked="" type="checkbox"/> Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SI8ML02306221	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 General Aggr Limit \$ 20,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			SI8ML02306221 Coverage for USA Rugby Employees Only	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SI8EX01715221	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued on behalf of USA Rugby & Iowa Hawks Rugby. The certificate holder is an additional insured, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby. Participants Legal Liability/Sexual Abuse & Molestation coverage is included in the general liability.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay St Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Patterson
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Field/Facility Use
Name Of Person(s) Or Organization(s) (Additional Insured): City of Cedar Falls 220 Clay St Cedar Falls IA 50613
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a. If it is a partnership, joint venture or limited liability company;
 - b. If there is other similar insurance available to it;



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert Green and City Council
FROM: Michelle Pezley, AICP, Planner III, Housing Commission Liaison.
DATE: May 15, 2023
SUBJECT: Housing Needs Assessment (HNA)

Last year, the Housing Commission was tasked with working on the FY2023 City Council Goals related to Housing. Those goals were taken from the City of Cedar Falls Racial Equity Task Force Report and Recommendations report. FY2023 City Council Goal 3.C.6.f, states, "Complete a Housing Needs Assessment (HNA), focusing on how to provide housing variety to promote affordable housing options for all."

To further this goal, the Cedar Falls Economic Development Corporation (CFEDC) took the lead to hire Iowa Northland Regional Council of Governments (INRCOG) to conduct the HNA. INRCOG worked with University of Northern Iowa Institute for Decision Making to conduct the outreach to the community with a survey and focus groups with employers, senior housing stakeholders, residential builders/developers, real estate professionals/lenders, and human service providers. INRCOG collected data on population projections, existing housing inventory, commute times, building permits, real estate data, low to moderate income data and similar. to analyze the housing needs for the future. Representatives from the Housing Commission and the Human Rights Commission were part of the task force.

The Human Rights Commission reviewed the draft Housing Needs Assessment at their regular meeting on April 10, 2023. They passed a resolution recommending to City Council to approve and adopt the Housing Needs Assessment.

On April 19, 2023, the Housing Commission during their regular scheduled meeting reviewed the draft Housing Needs Assessment from INRCOG. The Housing Commission also recommends that the City Council approve and adopt the Housing Needs Assessment.

At the Community Development Committee meeting on May 1st, Brian Schoon, AICP of INRCOG presented the process and findings of the HNA. Attached is the draft HNA for your review and adoption.

Attachments:

- Human Rights Commission Resolution
- Summary handout of HNA
- Draft Housing Needs Assessment

RESOLUTION NO.

A Resolution of the Human Rights Commission of the City of Cedar Falls to Make a Recommendation to the City Council of the City of Cedar Falls to Approve and Adopt the Cedar Falls Housing Needs Assessment

WHEREAS, in February 2021, the Mayor of the City of Cedar Falls created a Racial Equity Task Force with a responsibility to provide guidance and recommendations to address long-term challenges of racial equity in the City; and

WHEREAS, the City Council received and filed the Report and Recommendations of the Racial Equity Task Force at its regular meeting on November 1, 2021; and

WHEREAS, a primary recommendation of said Report and Recommendations was for the Cedar Falls community to complete a Housing Needs Assessment focusing on how to provide housing variety to promote affordable housing options for all; and

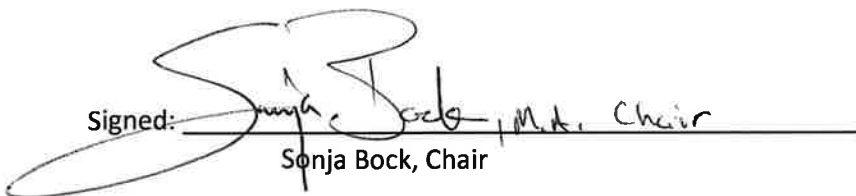
WHEREAS, the Cedar Falls Economic Development Corporation (CFEDC) elected to sponsor and pay for development of a Housing Needs Assessment, pursuant to a contract with the Iowa Northland Regional Council of Governments (INRCOG) dated April 14, 2022; and

WHEREAS, said Housing Needs Assessment fulfills the recommendation and advances the goals of the Racial Equity Task Force; and

WHEREAS, said Housing Needs Assessment advances the goals of the Cedar Falls Human Rights Commission;

NOW THEREFORE BE IT RESOLVED that the Human Rights Commission of the City of Cedar Falls resolves to make a recommendation to the City Council of the City of Cedar Falls to approve and adopt the Housing Needs Assessment sponsored by the Cedar Falls Economic Development Corporation.

Passed and adopted this 10th day of April, 2023.

Signed:  M.A. Chair
Sonja Bock, Chair

Date: 4-10-2023

Cedar Falls Housing Needs Assessment Overview
April 10, 2023

1. Why do an HNA?
 - a. Purpose-assess current situation; provide guidance and direction; foundation/basis for action; substantiate with data and expertise and input; mid-range life
 - b. Outline-existing conditions, data, community cross section input, visual input, define future recommendations, implementation
 - c. Developers-tax credits, infrastructure needs, municipal support
 - d. Growth; Tax base increase; balance of uses (green space)
 - e. Employment-workforce housing
 - f. Assess current situation; Monitor change
 - g. Verify or disprove assumptions and anecdotal knowledge

2. What was the HNA Process?
 - a. Length: 1 year and counting
 - b. Who was involved? (Steering Committee, Task Force, Focus Groups, Commissions, Civic Organizations, Community Survey (144 responses), Currents Channel 15 Show)
 - i. Broad-private and public; employers; bankers, realtors, and landlords; builders, developers, and assistance agencies; private citizens; selected and random;
 - c. Funded by CFEDC; City involvement-staff and elected officials
 - d. Led by INRCOG and UNI/IDM
 - e. Meetings-Steering Committee; Task Force; Housing Commission; Focus Groups
 - f. Diversity, equity and inclusion within groups included
 - g. Social services and organizations involvement

3. What results did the HNA turn out? Need
 - a. Units for sale-very few
 - b. Lot availability-literally non-existent
 - c. Pricing/affordability-lack; housing is out-of-reach for some
 - d. Types of units available-limited, but choices are improving
 - e. New construction-location identification
 - f. Needs: workforce housing; affordable housing; mixed uses

4. What recommendations are coming out of the HNA draft?
 - a. Quality of life is important; preservation is imperative
 - b. Studying and researching additional use(s) of existing programs
 - c. Studying and considering new financial techniques and tools for fostering housing
 - d. Continue and create redevelopment opportunities in areas already served by the community services (infill)
 - e. Diversity of housing costs, types, and locations is desirable
 - f. Addressing lot availability
 - g. Regulatory and policy review
 - h. Develop in a concurrent (to service provision and availability) manner

- 5. Now that the HNA is nearly complete, what comes next?
 - a. Consideration by CFEDC
 - b. City Staff Review
 - c. Consideration by Human Rights Commission, Housing Commission, and City Council
 - d. Implementation-Next steps
 - i. Advertise, publicize, and apply recommendations
 - ii. Tasks are complex (costly, time expenditure, land use)
 - iii. Strategize:
 - 1. Identify and prioritize tasks/recommendations.
 - 2. Who is responsible for each recommendation?
 - 3. Timeframe for each recommendation?
 - 4. Cost of each recommendation?
 - 5. Approvals and oversight of implementation?
 - 6. Assess effectiveness of recommendation implementation.
 - 7. Maintenance of the recommendation/project after completion.
 - 8. Restart planning (circular) process
 - iv. Community Development Activity
 - 1. Economic Development Activity
 - a. Job retention and creation (builders, bankers, realtors, lawyers)
 - b. Private investment (homes themselves; infrastructure investment)
 - c. Housing is important to (growing) employers
 - i. Employers need (additional) employees
 - ii. Employees need housing choices (density, types, price ranges, locations)
 - iii. Generates and stabilizes tax base





HOUSING NEEDS ASSESSMENT
Cedar Falls

Sponsored by the Cedar Falls Economic Development Corporation (CFEDC)

Prepared by the Iowa Northland Regional Council of Governments (INRCOG) and the
University of Northern Iowa's Institute for Decision Making (IDM)

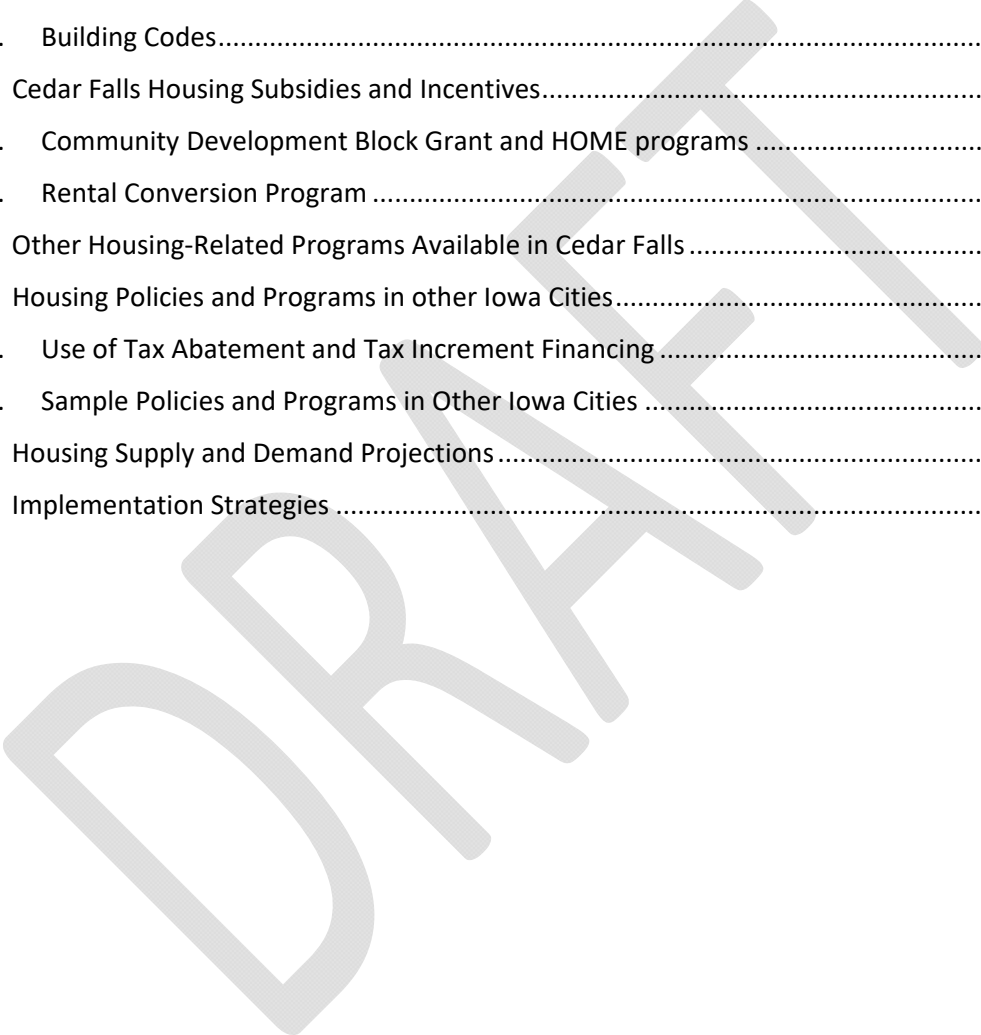
Approved and Adopted by the Cedar Falls City Council on May 15, 2023 (Resolution XXXX)

DRAFT

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Acknowledgements

The Cedar Falls Housing Needs Assessment was funded by the Cedar Falls Economic Development Corporation (CFEDC), a 501(c)(4) nonprofit organization with a mission to support a growing business environment for Cedar Falls.

STEERING COMMITTEE

- Jim Brown, *CFEDC*
- Bob Manning, *Cedar Valley Home Builders Association*
- Katy Susong, *Cardinal Construction*
- Brian Wingert, *Structure Real Estate*
- Mark Kittrell, *Eagle View Partners L.C.*
- Stephanie Sheetz, *City of Cedar Falls*
- Michelle Pezley, *City of Cedar Falls*

TASK FORCE

- Jim Brown, *CFEDC*
- Chris Fischels, *Fischels Group*
- Kevin Fittro, *Panther Builders*
- Dustin Ganfield, *Cedar Falls Ward 5 Council Member*
- Barbara Grant, *Operation Threshold*
- Melissa Heston, *Cedar Falls Human Rights Commission*
- Teri Lynn Jorgensen, *Cedar Falls Human Rights Commission*
- Mark Kittrell, *Eagle View Partners L.C.*
- Nicole Litzel, *Iowa Workforce Development*
- Amanda Lynch, *Western Home Communities*
- Bob Manning, *Cedar Valley Home Builders Association*
- Tom Petaluna, *CBE Companies, Inc.*
- Michelle Pezley, *City of Cedar Falls*
- Justin Reuter, *Oakridge Real Estate*
- Gil Schultz, *Cedar Falls Ward 1 Council Member*
- Bob Seymour, *Community Bank & Trust*
- Stephanie Sheetz, *City of Cedar Falls*
- Katy Susong, *Cardinal Construction*
- Brian Wingert, *Structure Real Estate*
- Gary Winterhof, *Cedar Falls Housing Commission*

CONSULTING TEAM

Iowa Northland Regional Council of Governments (INRCOG)

- Brian Schoon, *Executive Director* (Project Manager and Task Force/Steering Committee Facilitator)
- Rose Phillips, *Housing Planner II* (Lead Author)

University of Northern Iowa's Institute for Decision Making (IDM)

- Andrew Conrad, *Director*
- Karla Organist, *Program Manager*
- Cindy Angel, *Research Manager*

SPECIAL THANKS TO:

- Curtis Brown, *City of Urbandale*
- Bryce Davis, *City of Eagle Grove*
- Christine Gordon, *City of West Des Moines*
- Erika Kubly, *City of Iowa City*
- Liz Osborne, *City of Iowa City*
- Stephanie Ricketts, *Structure Real Estate*
- Tammy Robinson, *City of New Hampton*
- Alexis Steger, *City of Dubuque*
- Chrissi Wiersma, *City of Hudson*

Glossary and Income Limits

- **Accessory Dwelling Unit (ADU):** Accessory Dwelling Units are small units built on a lot that is occupied by a primary residential structure, usually a detached single-family home. ADUs have all facilities needed for year-round occupancy by a person or a small household, including kitchen and plumbing facilities. ADUs can take multiple forms, including small detached buildings and second-story apartments on detached garages.
- **Affordable Housing:** The use of this term in public discourse often suffers from misconceptions and lack of a clear definition. In this document, it generally refers to owner-occupied or rental housing that costs no more than 30% of a household's gross income. Some privately owned affordable housing has public subsidies to make the units affordable to low- and moderate-income (LMI) households¹ (see definitions below). Some affordable housing is unsubsidized and is offered at prices determined by market forces.
- **Area Median Income (AMI):** Median annual household income (pretax) for a metropolitan area, subarea of a metropolitan area, or non-metropolitan county, adjusted for household size.
- **Condominium:** A privately owned unit in a condominium complex where certain property, such as surrounding land or common buildings, is owned by a condominium association. In Iowa, condominium associations are organized according to Iowa Code Chapter 499B. Condominium associations are comprised of and governed by the owners of condominiums in the complex, and services offered by the association (e.g. snow removal, mowing) are paid by association members' fees. Condominiums typically are not single-family detached structures, and are often smaller than single-family detached homes built during the same time period. Condominium units are often in multifamily, townhome, or single-family attached structures.
- **Cost Burdened:** Household pays >30% of its gross income on housing costs. This term encompasses both moderate and severe cost burden (see below).
- **Deep Subsidy:** A public subsidy to bring housing costs, typically for rental housing, down to 30% of an LMI household's income. Deep subsidies are mostly targeted to Low-Income and Extremely Low-Income (ELI) households. Among the most common deep-subsidy housing programs are public housing, Housing Choice Vouchers (Section 8), Section 202 elderly housing, and Section 811 housing for people with disabilities.
- **Duplex:** In the summary of Cedar Falls residential zoning districts in Section VI.A.1., "duplex" refers to a residential structure on a single lot with two attached units. Elsewhere in the

¹ Cedar Falls has no public housing and Waterloo has only one public housing development. Nationwide, most subsidized rental housing for LMI households is privately owned. Most of the distressed high-rise buildings in major cities, which are typically associated with public housing in the popular imagination, were demolished under the federal "HOPE VI" programs of the 1990s. As a result, most public housing in the U.S. today is in low-rise and mid-rise structures, while most public housing authorities are in small to mid-sized communities. Despite long-term shortages of federal funds for capital improvements to public housing, most public housing is in adequate condition.

document, the term “duplex” is used in its broader, more colloquial sense, referring to any residential structure with two attached units.

- **Extremely Low-Income (ELI):** Household is at or below 30% AMI for households of the same size. Many ELI households are headed by seniors or people with disabilities on fixed incomes such as Social Security, Social Security Disability Income (SSDI), or Supplemental Security Income (SSI).
- **Gross Rent:** Includes monthly rental payment and any tenant-paid utilities (excluding telephone, cable/satellite, and internet service).
- **Housing Costs:** Includes the household’s rent or mortgage payments, utility payments, property taxes, insurance, and mobile home or condominium fees, as applicable.
- **Low- and Moderate-Income (LMI):** In this document, the term refers to households at or below 80% AMI for households of the same size, inclusive of households defined as “moderate-income,” “low-income,” and “extremely low-income.” This is the same definition used by the Community Development Block Grant (CDBG) program operated by the U.S. Department of Housing and Urban Development (HUD)². *Note that LMI households vary widely, and include essential workers; seniors; people with disabilities; and people who may be unable to work due to caregiving responsibilities, lack of transportation or child care, or other barriers.* Many LMI households include children; some of these households have members in the workforce and others do not.
- **Low-Income:** In this document, “low-income” refers to a household that is at or below 50% AMI for households of the same size³. This term is inclusive of households defined as “extremely low-income” unless otherwise noted. In some cases, “low-income” refers to a household between >30% and 50% of the AMI for households of the same size.
- **Market-Rate Housing:** Housing with no restrictions on its maximum sale or rental price. By contrast, such restrictions would be imposed on housing that receive construction or operating subsidies to make rent or sales price affordable to households below a certain income level⁴. Some market-rate housing was never subsidized, while other market-rate units or complexes may have been built or operated with subsidies that have since expired. In many communities, much of the market-rate housing stock is unaffordable to low- and moderate-income (LMI) households, as well as some households in the middle of the community’s income range. Market-rate units are more likely to be affordable to such households if they are relatively small and/or old.

² The definitions used in this document for low- and moderate-income brackets are the same as those used by the federal Community Development Block Grant (CDBG) program operated by the U.S. Department of Housing and Urban Development (HUD). Note that some federal programs use different terminology for households in certain income brackets. Some programs refer to households up to 80% AMI as “low-income,” and to households up to 50% AMI as “very low-income”.

³ See Footnote 2.

⁴ Typical affordability periods for subsidized housing range from 5 to 30 years in Iowa and much of the nation. Some states require or encourage longer affordability periods for units built by certain programs, such as 50-year affordability periods for Low Income Housing Tax Credit (LIHTC) developments. Some subsidized housing types, including Community Land Trust homes, may be affordable in perpetuity.

- **Moderate-Income:** In this document, “moderate-income” refers to a household between >50% and 80% of the AMI for households of the same size⁵.
- **Moderately Cost Burdened:** Household pays >30% but no more than 50% of its gross income on housing costs.
- **Monthly Owner Costs:** Includes mortgage payments, taxes, insurance, utilities, fuel, mobile home costs, and condominium fees, as applicable.
- **Multifamily:** In this document, unless otherwise noted, “multifamily” refers to a residential structure with three or more units that is not a townhome or condominium structure. Multifamily housing encompasses a wide range of structure sizes and types. These include, but are not limited to, complexes of small structures known as “garden apartments” or “cottage courts,” 4-plexes, 8-plexes, 12-plexes, and large multi-unit structures with multiple floors and elevators.
- **Severely Cost Burdened:** Household pays >50% of its gross income on housing costs.
- **Shallow Subsidy:** A subsidy that brings owner-occupied or rental housing costs down to an amount that is generally affordable to households at a specified income level, such 3-person households at 60% AMI. Shallow subsidies are often geared to households over 50% AMI, and are often provided as construction subsidies, forgivable second mortgages, or loans with below-market interest rates. Shallow subsidies do not ensure that housing costs are capped at 30% for each beneficiary. For example, if a shallow-subsidy unit’s rent is set to be 30% of the income for a 3-person household at exactly 60% AMI, the rent would be more than 30% of income for a 2-person household at 60% AMI or a 3-person household at 55% AMI.
- **Single-Family Home:** A dwelling unit on its own lot that is intended for occupancy by one family or household⁶. In this document, unless otherwise noted, “single-family” refers to a detached structure on a single lot. In other contexts, “single-family attached” or “bi-attached” may refer to a single-family unit that is on its own lot but shares a wall with one other unit. In this case, the lot line separating the two units runs through the shared wall. Note that some federal programs and policies, including several U.S. Department of Housing and Urban Development (HUD) programs and the federal Fair Housing Act, define “single-family” to include residential structures with up to four units.
- **Subsidy Layering:** The practice of combining subsidies from different sources to offer housing at affordable prices for low- and moderate-income (LMI) households. One subsidy source is often not enough to achieve housing affordability for LMI households. For example, rental developments that receive Low Income Housing Tax Credits often use other funding sources as well, such as local Community Development Block Grant (CDBG) or trust fund monies, to ensure

⁵ See Footnote 2.

⁶ While terms such as “single-family” and “multifamily” are widely used and most readily recognized, both colloquially and professionally, the Cedar Falls City Code uses terms such as “single-unit” and “multi-unit.” This Code terminology serves to clarify that the City does not have the legal right to dictate the relationships among the maximum permitted number of occupants of that unit (e.g. whether the unit is occupied by a family of four or by four unrelated persons).

that the owner can charge rents low enough for targeted tenants to afford while still ensuring positive cash flow.

- **Townhome:** In this document, “townhome” refers to a dwelling unit in a row of three or more such units attached by shared dividing walls. Typically each townhome is on its own lot, with the shared lot lines running through the dividing walls. Townhomes are also known as “townhouses” or “rowhouses.”
- **Workforce Housing:** Another term that is often not clearly defined, “workforce housing” often refers to owner-occupied or rental housing that is generally affordable to working-class and middle-class employees in a city or region, including many who have been recognized as essential workers since the start of the COVID-19 pandemic. In particular, workforce housing refers to housing affordable to workers in high-demand and growing fields in a community, such as warehouse distribution or healthcare. *“Workforce housing” can include housing that is affordable to LMI households, whether subsidized or market-rate.* In higher-cost communities, workforce housing programs often target households over 80% AMI that still struggle to find affordable housing to buy or rent.

Fiscal Year 2022 Income Limits for Black Hawk County from U.S. Department of Housing and Urban Development (HUD)

Household Size	1	2	3	4	5	6	7	8
30% AMI	\$17,400	\$19,900	\$22,400	\$24,850	\$26,850	\$76,950	\$82,250	\$87,550
50% AMI	\$29,050	\$33,200	\$37,350	\$41,405	\$44,800	\$48,100	\$51,400	\$54,750
80% AMI	\$46,450	\$53,050	\$59,700	\$66,300	\$71,650	\$76,950	\$82,250	\$87,550
100% AMI	\$58,100	\$66,400	\$74,700	\$82,900	\$89,600	\$96,200	\$102,800	\$109,500

Executive Summary

Introduction and Purpose

- In 2022, the newly formed Cedar Falls Economic Development Corporation (CFEDC), a 501(c)(4) nonprofit organization, commissioned a Housing Needs Assessment (HNA) to provide an overview of the City's housing stock, identify unmet housing needs, and inform policy and decision-making by the City of Cedar Falls, local housing developers, and other stakeholders.
- This HNA reviews the demographic and economic context for Cedar Falls' housing market, and provides an overview of publicly available data on the City's housing stock in terms of age, structure type, cost, and vacancy rates. The document also provides local data on the cost and demand for ownership, rental, and senior housing, and projects future housing supply and demand through 2040. The assessment reviews existing policies and programs in Cedar Falls and summarizes expensive public input. The document concludes with strategies for addressing unmet housing needs in Cedar Falls.

Population and Demographics

- The City's population has grown moderately since 1990, reaching 40,713 by 2020.
- Recent population trends are extrapolated to provide low and high population projections (estimates) through 2040. The two projections result in low and high population estimates of 43,645 and 45,380, respectively, by 2040.
- The City has proportionately fewer children, adults aged 25 to 44, and seniors aged 65 and older than the state as a whole. However, all these age groups experienced a proportionate increase in Cedar Falls from 2010 to 2020. The proportion of children increased from 17.3% to 19.3%, while the 25-44 group grew from 20.4% to 21.9% and seniors increased from 12.4% to 15.1%.
- Cedar Falls' population is predominantly White, not Hispanic or Latino, but diversity is increasing.

Employment Trends

- Compared to Iowa as a whole, Cedar Falls is a notably higher-income community with a smaller share of blue-collar workers. However, poverty and financial hardship are not absent from the community. In Cedar Falls, and throughout Iowa, financial resources for struggling households are often limited.
- From 2020 through 2030, employment in the Iowa workforce region including Cedar Falls is projected to grow from 260,840 to 289,790 workers, an 11% increase.
- Some of the region's most common or fastest growing occupations, including Food Preparation & Serving, Healthcare Support, Building & Grounds Maintenance, and Sales, pay wages well below

the region's \$18.23 mean wage. As a result, low- and moderate-wage occupational categories – encompassing many of the region's essential workers – are among the most common projected jobs in 2030, while higher-wage occupational categories tend to be less common.

- Of workers who commute to Cedar Falls from elsewhere, 5,780 in-commuters, or about 1 in 4, lived in a non-contiguous county such as Polk or Linn. Many of these locations are over 45 minutes from Cedar Falls.
- Among in-commuters, 25% earn less than \$1,250 per month (\$15,000 per year), while only 16% of out-commuters fall within this earning bracket. While 56% of out-commuters earn more than \$3,333 per month (about \$40,000 per year), only 42% of in-commuters fall in this income bracket. Housing costs may impact whether many of Cedar Falls' low-wage essential workers, such as home health aides and grocery workers, can afford to live in the City.
- Feedback from local employers indicates that Cedar Falls is a desirable community, but notes that some employees are unable to live here due to a shortage of affordable housing options.

Housing Characteristics

Housing Overview

- The City's homeowner vacancy rate of 1.4% is comparable to Iowa's rate of 1.3%. Cedar Falls has a lower rental vacancy rate than Iowa (4.4% vs. 6.5%), though the difference is not statistically significant.
- An estimated 64.4% of the City's housing stock was owner-occupied in 2020, lower than Iowa's 73.2% homeownership rate but equal to the national homeownership rate.
- The median value of owner-occupied homes in Cedar Falls was \$204,300 in 2020, higher than Iowa's median value of \$153,900 in 2020. For owners with mortgages, the median monthly housing cost in Cedar Falls was \$1,499, higher than the median cost of \$1,279 for owners with mortgages statewide.
- In 2020, Cedar Falls' median gross rent (see Glossary) was \$944, considerably higher than Iowa's median gross rent of \$806.
- The median value of owner-occupied homes increased 35% in Cedar Falls from 2010 to 2020, faster than the statewide increase of 29% (not adjusted for inflation). Housing costs for owners with mortgages and renters increased rapidly in Cedar Falls compared to Iowa – 21% vs. 12% for owners with mortgages, and 43% vs. 31% for renters.

Owner-Occupied Housing

- The median sale price in Cedar Falls is \$225,000, compared to a range of \$180,000 to \$200,000 for selected comparison cities in the region. In other words, Cedar Falls housing prices are 12.5% to 25% higher than those of the comparison cities.

- Since 2019, the City has averaged 623 MLS sales annually, with listings spending a median of 8 cumulative days on the market. The median cumulative days to sale in Cedar Falls declined steadily from 20 days in 2019 to 4 days in 2022.
- Demand in Cedar Falls appears to be strongest for certain moderately priced homes, even though they are often smaller than more expensive homes. Condos below the median sale price of \$206,500 sell the quickest at a median of 5 cumulative days on market despite having a median size of only 1,053 finished square feet. This suggests that Cedar Falls has unmet demand for relatively small, moderately priced homebuying options, including “affordable” or “workforce housing.” This demand may be met in part by building housing in configurations other than detached single-family homes, including condominiums, and townhomes.
- About 2 in 5 closed home sales since 2019 were under \$200,000, but about 4 in 5 active listings are over \$250,000, suggesting a mismatch between what homebuyers are demanding in Cedar Falls and what the market is offering. The Cedar Falls home sale market appears to offer a surplus of high-end homes while having a shortage of moderately priced homes for sale.
- For many essential blue-collar, pink-collar, and white-collar workers in Cedar Falls, median home sale prices are out of reach. Even moderately priced homes, such as single-family homes built before 1940 (median price \$153,000), are often unaffordable for workers such as nursing assistants, truck drivers, maintenance and repair workers, and licensed practical/vocational nurses.
- The inventory of moderately priced homes for sale is limited. From 1/1/2022 through 9/9/2022, only 58 homes sold below \$153,000.

Rental Housing

- Of the estimated 5,400 occupied rental units in Cedar Falls, 1,330 (25%) have gross rents of \$1,250 or more, while another 1,121 (21%) have gross rents from \$1,000 to \$1,249. Only 20% of occupied rental units have gross rents under \$700.
- A renter needs a wage of at least \$18.15/hr to afford the City’s median gross rent of \$944. Wages fall short of this threshold for many occupations, including general office clerks; janitors; medical assistants; and laborers and freight, stock, and material movers.
- While most rentals in Cedar Falls have prices dictated by the market, Cedar Falls has 360 rental units in five privately owned developments that were built with and/or currently receive public subsidies to make rents affordable to LMI households. **[See Editor’s Note in Section IV.C.3.]** Vacancy rates for these units are as low as 0%, and units are rented very quickly when they become vacant. This underscores the strong demand for subsidized rental housing for LMI renters, which is in short supply.
- The Cedar Falls Housing Authority, staffed by the City of Cedar Falls, receives funding for about 220 Housing Choice Vouchers (Section 8) from the U.S. Department of Housing and Urban Development (HUD). About 184 vouchers are currently leased up, and 178 Cedar Falls households (674 total households) are on the HCV waitlist.

- Once a tenant household receives a voucher, they have 120 days to find a landlord willing to lease a unit to them before the voucher expires. The Cedar Falls Housing Authority will provide vouchers for units with rents up to a “payment standard” of 110% of HUD’s Fair Market Rent, adjusted for bedroom size. Many HCV holders in Cedar Falls struggle to find landlords willing to rent eligible units to them before the voucher expires.

Senior Housing

- Cedar Falls has an estimated 880 active and independent living units for seniors, with monthly rent ranging from \$800 to \$5,450. Entrance costs vary widely, ranging from \$2,000 entrance fees to \$400,000 “buy-in” fees. These facilities have waitlists with close to 300 households combined, showing brisk demand among seniors for these housing options.
- Cedar Falls has an estimated 627 long-term care units, including Assisted Living Facility (ALF) and nursing facility/skilled nursing facility (NF/SNF) units. Monthly costs per resident range from \$2,413 to \$12,120.
- For low-income senior households with limited assets to pay buy-in fees, affordable options are limited among active/independent living and long-term care developments. For example, among long-term care facilities that responded to a survey, fewer than 138 Medicaid-eligible units were identified.
- In a focus group for community members with an interest in senior housing, participants described the challenges that LMI senior homeowners face in maintaining their properties and making accessibility modifications. It is more cost-effective for seniors to stay in their homes as long as possible before entering long-term care. Participants see a role for City planning policies and incentives to expand the supply of affordable senior housing.

Housing Cost Burden

- HUD provides a special dataset to estimate housing cost burden among households at different income brackets. Severe cost burden (paying more than 50% of income for housing costs) is widespread among owners and renters up to 50% of Area Median Income (AMI) in both Cedar Falls and Iowa as a whole. Owners in this income bracket are more likely to be severely cost burdened in Cedar Falls than statewide.
- An estimated 3,648 LMI households in Cedar Falls (24% of all households) are cost burdened, or paying more than 30% of income for housing. (Severely cost burdened households are a subset of all cost burdened households.) This includes 1,679 households (11% of all Cedar Falls households) that are unlikely to be headed by university students. (Of the remaining 1,969 households, it is likely that some but not all are student-headed).
- The number of cost burdened LMI households in Cedar Falls highlights the imbalance between supply and demand for affordable rental housing. Among elderly and family households alone, 690 LMI renter households are cost burdened. Without the 360 existing affordable rental units and 184 Housing Choice Vouchers currently leased up in Cedar Falls, the number of cost burdened LMI renters would undoubtedly be higher.

- Demand estimates are developed for different types of housing opportunities for low- and moderate-income households overall:
 - Deeply subsidized rental housing (not age-restricted): 360 households
 - Deeply subsidized, age-restricted rental housing: 230 households
 - Home rehabilitation assistance (e.g. grants, forgivable loans): 674 households
 - Shallow subsidy rental housing: 95 households
 - Moderately priced market-rate rental housing: 120 households
 - Down payment or purchase assistance: 200 households

Housing Development Patterns

- From 2016 through 2022, 988 residential units were permitted in Cedar Falls. Total permits issued declined from 251 units to 80 units during this time period. Permits issued for single-family, 2-family, townhome, and condominium units declined by 46%.
- The inventory of homes for sale has declined by 66% in the past five years.
- For homes priced between \$120,000 and \$299,000, sales in November and December 2022 met a relatively low share of demand (0% to 35%). Demand did not outstrip supply quite as dramatically for higher-priced homes.
- Residential lots for sale to custom builders and homebuyers are in short supply – sometimes as low as zero in the year prior to the release of this document, compared to a supply of several hundred a decade previously. Most vacant residential lots appear to be owned by builders or homebuyers who already have plans to construct homes on them.

Housing Quality Windshield Survey

- A windshield survey was conducted in six (6) Census block groups in Cedar Falls to rate the quality of housing stock based on observable exterior conditions. The vast majority of units (95.6%) were in Good condition, with 3.8% in Fair condition and only 0.6% in Poor condition. No units in Dilapidated condition were identified.
- Housing quality ratings varied among the Census block groups surveyed. In the four older neighborhoods, the proportion of Fair units ranges from 6% (Downtown) to 13% (South of W. 1st Street), while the proportion of Poor units is as high as 2% (North Cedar Falls).
- For most block groups, the percentage of rental units in 1- and 2-unit structures far exceeds the combined percentage of Fair and Poor units. Thus, one cannot assume that problems with housing quality in Cedar Falls are primarily driven by rental units.
- Since Cedar Falls has few units in Poor condition, there are few opportunities to expand the housing stock through demolition and reconstruction or substantial rehabilitation. The City must expand its housing supply primarily by developing new units, whether through greenfield development, infill, conversion of vacant commercial upper stories, lot splits, construction of Accessory Dwelling Units (ADUs), and similar means.

Stakeholder Input

- A survey of Cedar Falls residents received 144 responses. Nearly two-thirds of respondents believe that it is “Somewhat Hard” or “Very Hard” to find affordable, safe, comfortable housing in Cedar Falls. While lower-income respondents were more likely to select these options, large proportions of respondents across the income spectrum agreed, even though most consider their own housing situations to be affordable.
- Common themes among resident responses included concerns about housing affordability – particularly a mismatch between the price of new housing construction and what many buyers or renters can afford to pay – as well as limited inventory. Residents also expressed concerns about owner-occupied and rental units in poor condition, especially in older neighborhoods and near the University of Northern Iowa.
- According to local developers and builders, a major strength of the Cedar Falls housing market is the City’s quality of life. Perceived weaknesses ranged from high prices and limited inventory of units and lots to bureaucratic challenges with housing development. The latter include a lack of stakeholder input in building regulations, unreliable and slow permit approvals, and allegedly excessive regulations for some parts of the building process.
- Developers and builders had several suggestions for City investments to expand housing supply, especially of moderately priced housing. Suggestions included using Tax Increment Financing (TIF) and tax abatements to promote housing construction and rehabilitation, as well as modifying zoning requirements to accommodate construction of smaller housing units.
- Real estate professionals and lenders consider housing to be in short supply at multiple price points, but especially between \$150,000 to \$250,000. They perceived unmet demand for multiple housing types, with particular emphasis on smaller unit types such as detached single-family units for the 55+ market, condos and townhomes, accessible units for people with disabilities, and downtown living options. These stakeholders also saw a need for down payment assistance for homebuyers with limited incomes.
- Social service providers in the Cedar Valley expressed concern about the shortage of affordable housing in Cedar Falls, especially for renters. Providers also suggested that City officials should do more to address the housing needs of low- and moderate-income residents.
- Service providers reported that their funding and staff capacity are insufficient to serve all households in need in their service areas, including Cedar Falls. The barriers faced by residents include housing instability due to high housing costs, a shortage of landlords willing to rent to Housing Choice Voucher (HCV) holders, low quality of some “affordable” housing, limited public transportation to employment centers, and limited child care.
- Service providers called for more local funding for affordable housing, as well as a “damage contingency fund” to encourage more landlords to rent to tenants receiving HCVs or other rental assistance.

Housing Policies and Programs in Cedar Falls and Other Communities

Zoning, Subdivision, and Building Ordinances

- While components of the Zoning Ordinance have been updated in recent years and decades, the framework of the Zoning Ordinance for most parts of the City dates back to the early 1970s.
- The City has several “traditional” residential zoning districts that vary in terms of unit types permitted, minimum lot sizes, and other requirements. Certain other zoning districts allow for greater flexibility in housing types and mix of land uses. For example, the “form-based code” approach in the new Character District provides developers with flexibility regarding how they meet minimum requirements for urban form.
- The Zoning Ordinance does not currently permit construction of Accessory Dwelling Units (ADUs), or small housing units built on a residential property with a primary structure (usually a single-family detached house).
- Cedar Falls’ Subdivision Ordinance, like those in other cities, regulates the process, materials, physical dimensions, and certain environmental protection measures used by developers when transforming vacant land into legally defined parcels served by streets, water, sewer, and other infrastructure.
- All types of subdivision, including splits of individual parcels, must ultimately be approved by the City Council.
- Cedar Falls, like many cities of similar size, typically adopts a certain year’s version of a building code provided by an entity that prepares model codes, such as the International Code Council. The City’s adoption ordinances specify certain provisions that are superseded locally by more stringent provisions (or less stringent, if allowed by State law).

Cedar Falls Housing Subsidies and Incentives

- The City of Cedar Falls receives \$253,000 to \$275,000 annually in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City allocates a portion of these funds for housing rehabilitation activities, although federal regulations impose significant constraints on housing project budgets and the speed with which projects can be completed.
- The City’s CDBG owner-occupied rehabilitation and repair programs offer \$10,000 to \$20,000 to qualifying LMI homeowners to address health and safety hazards, code violations, and other renovation needs. The City allocates \$11,000 to \$37,000 annually for owner-occupied rehabilitation and repair projects, sufficient for one (1) to three (3) projects per year. The program currently has 16 homeowner applications approved or under consideration, highlighting the fact that potential demand exceeds supply for these funds.
- The City launched a new CDBG rental rehabilitation program in 2021 to fund renovations in certain units that accept Housing Choice Vouchers, with up to \$24,999 per unit available. The program currently has about \$50,000 in funding, sufficient for about two (2) to three (3) projects. Five (5) rental rehabilitation projects are currently approved or in the pipeline, but none have started yet.

- The City receives about \$90,000 annually in HOME funds from HUD, through a consortium with the City of Waterloo. The City of Cedar Falls has used HOME to fund owner-occupied rehabilitation and has pursued residential infill projects, but HOME's stringent requirements and the need for project approval from the City of Waterloo have impeded the use of these funds.
- Using General Revenue funds, the City provides forgivable loans up to \$10,000 for conversion of single-family rental properties to owner-occupied properties. The program is intended to preserve the character of older, predominantly owner-occupied neighborhoods with homes at risk of being converted to rentals targeted to University of Northern Iowa students. In recent years, with some exceptions, the City has allocated \$100,000 annually for the program, with 28 conversions complete or underway to date.

Other Housing-Related Programs Available in Cedar Falls

- To some extent, other local and state entities provide housing-related assistance to Cedar Falls residents. The funding for these programs is typically limited, preventing many Cedar Falls households in need from receiving assistance for which they might qualify.
- Cedar Falls is the only community in the region that is not served by a Local Housing Trust Fund (LHTF) eligible for annual grants from the Iowa Finance Authority. LHTFs fund a wide range of housing activities for LMI households, including owner-occupied and rental rehabilitation programs, improvements to emergency shelters and group homes, and down payment assistance. The state regulations governing the LHTFs are much more flexible than the federal regulations for programs like CDBG and HOME.

Housing Policies and Programs in Other Iowa Communities

- Many communities use authority provided by the Iowa Code to offer tax abatements or Tax Increment Financing (TIF) assistance for residential development. Tax abatement programs often exempt some or all taxable value from residential construction or improvement for 3 to 5 years. TIF funds may be used to support infrastructure for new residential development, with tax revenues from the incremental property value increase being used to repay the funds borrowed for the project. In general, a substantial portion of TIF revenues must be set aside to fund low- and moderate-income housing activities.
- Examples are provided for a wide range of housing programs and policies from the cities of Dubuque, West Des Moines, Urbandale, and Iowa City. These programs and policies include, but are not limited to, owner-occupied rehabilitation, homebuyer assistance, incentives for developers to build affordable housing, and damage reimbursement funds for landlords who rent to tenants receiving Housing Choice Vouchers or other rental assistance. Some communities use local funds to help households above LMI thresholds.

Housing Supply and Demand Projections

- This section projects supply and demand for new housing stock in Cedar Falls through 2040, using data on population and household size trends, home construction rates, and other factors. At the

current annual permitting rate, taking attrition of some housing stock into account, Cedar Falls will have an estimated 402 net new units by 2030, and an estimated 868 net new units by 2040.

- Housing demand is projected using the two population projections provided earlier in the document. Recent trends from U.S. Census Bureau data and other sources are used to estimate the number of households that will be added to Cedar Falls through 2040. Estimated future housing demand also includes the 181 units that would be needed to fill the current shortfall in for-sale inventory, according to local data.
- According to the low population estimates, Cedar Falls will have a shortfall of 569 units by 2030, increasing to 748 units by 2040. The high population estimates result in a shortfall of 911 units by 2030 and 1,453 units by 2040. The average shortfall would be 740 units by 2030 and 1,101 units by 2040.
- Low and high estimates are provided for total new senior housing units, and non-age-restricted owner and rental units, needed through 2040. The high estimates include 484 senior units, 1,201 non-age-restricted owner units, and 669 non-age-restricted rental units. These estimates include both units that would be constructed at current housing production rates, as well as projected shortfalls.
- Projected new demand for owner units (not age-restricted) is broken down by price range, based on the price breakdown of closed MLS listings from 2019 through 2022. Units under \$250,000 account for 59% of new units needed.
- Projected new demand for rental units (not age-restricted) is provided for market-rate, deeply subsidized, and shallow-subsidy rentals. Deeply subsidized rentals are projected to account for 18% of new rental demand, with shallow-subsidy rentals accounting for another 3% of demand.

Implementation Strategies

- This section proposes several categories of implementation recommendations, with suggested responsible parties and timeframes for completion. **These proposed strategies are advisory only, and are NOT binding on the City of Cedar Falls or any other entity.**
- Communities with successful and innovative housing programs invariably invest local funding sources – “skin in the game.” These sources may include general revenue funds, general obligation (GO) bonds, and Low- and Moderate-Income (LMI) set-aside funds from tax revenues generated by housing developments assisted by Tax Increment Financing (TIF), among other sources. City funds may be supplemented by other local sources such as contributions from banks and employers, as well as developer contributions pursuant to development agreements.
- An abridged list of implementation strategies is provided on the following pages:

I. REGULATORY REVIEW

- a. Review the City Zoning Ordinance, Subdivision Ordinance, Building Codes, and other relevant codes for provisions that may no longer be necessary or achieve a clear public purpose.
- b. Evaluate the processes and timelines for reviewing and approving housing developments and permits to determine whether they are applied consistently.
- c. Expand existing efforts to promote a mix of housing types and land uses in new development, redevelopment, and infill areas. This approach may expand the supply of housing types of different sizes and prices for residents at different stages of life and income levels.
- d. Establish a standing City committee for stakeholders to discuss housing development regulations. Stakeholders would include, but not be limited to, City engineers and other staff, for-profit and nonprofit developers, builders, lenders, real estate professionals, and social service agencies.
- e. Consider expediting housing development by reviewing and modifying City development codes to allow some development approvals to be administrative – that is, granted by City staff. In general, developments subject to relatively simple Code provisions are more appropriate for administrative review, since they are less subject to interpretation than developments with more complex requirements.
- f. Consider incentivizing or requiring “Universal Design” or other accessibility features for people with disabilities in certain new developments.

II. FINANCIAL MECHANISMS

- a. Explore the possibility of forming a 501(c)(3) Local Housing Trust Fund (LHTF) serving Cedar Falls, which would be eligible to receive annual State Housing Trust Fund grants from the Iowa Finance Authority.
- b. Consider using Tax Increment Financing (TIF) to support infrastructure for one or more large new housing developments with a mix of housing types and price ranges.
- c. Consider offering tax abatements for home improvements and infill construction in some neighborhoods with older homes or a high concentration of LMI property owners.
- d. Consider reducing or waiving certain fees for development of certain housing units that meet carefully defined criteria, including affordable price points for LMI and middle-income households.
- e. Pursue local funding sources to support housing opportunities for LMI and middle-income households, as other communities across Iowa have done. Sources may include City general revenue and general obligation (GO) bonds (would require Council approval), as well as contributions from local financial institutions, philanthropic organizations, and employers.

- f. Consider amending the Zoning and Subdivision Ordinances to offer voluntary incentives to developers that dedicate a specified percentage of units as affordable (below market-rate) housing for LMI and middle-income buyers or renters.
- g. If state enabling legislation is passed in the future to allow impact fees, consider requiring financial contributions for affordable housing as an approval condition for certain large commercial and industrial developments.

III. HOUSING PROGRAM MIX, DESIGN, AND ORGANIZATION

- a. Consider establishing a landlord risk mitigation fund. This fund would encourage landlords to rent to tenants who receive rental assistance or face certain barriers, by committing to reimburse the landlord up to a certain amount for damage to the unit or lost rent.
- b. Consider adjusting the mix of funding sources for City housing assistance programs to maximize efficiency and flexibility. For example, consider supplementing – or completely supplanting – the CDBG Owner-Occupied Rehabilitation program with local funding sources that can be deployed more quickly without the burden of federal regulations.
- c. Streamline the Owner-Occupied Rehabilitation and Repair programs to allow larger numbers of homeowners to be served more quickly.
- d. Explore other uses of HOME funds to which it is better suited than Owner-Occupied Rehabilitation.
- e. Improve coordination and communication between the cities of Cedar Falls and Waterloo regarding use of Cedar Falls HOME funds.
- f. Develop a policy for providing City financial assistance for subsidized multifamily rental construction or rehabilitation/refinancing conducted by other entities. Such a policy should incentivize the production of units available to the most vulnerable households, including seniors, people with disabilities, and people exiting homelessness.
- g. To reduce barriers to homeownership in Cedar Falls' relatively high-cost market, consider developing a locally funded purchase assistance program for LMI and, possibly, middle-income homebuyers.
- h. Exercise caution if the City's Rental Conversion program is expanded in the future, to ensure that these expenditures are balanced with other local housing goals.

IV. MAXIMIZE USE OF SPACE FOR HOUSING DEVELOPMENT AND REDEVELOPMENT

- a. To address the shortage of residential lots that are not already committed to specific future developments, consider annexation of adjacent land.
- b. If the City provides incentives to developers for new residential developments, consider including a requirement in the development agreement for a certain percentage of lots to be reserved for development of housing affordable to LMI or middle-income households.

- c. Whenever possible, prioritize redevelopment of infill lots and “greyfield” sites over new development on “greenfield” sites. Redevelopment may also include adaptive reuse of existing structures (e.g. schools, hospitals, churches, shopping centers) for multifamily housing.
- d. Consider developing a City policy for including conditions in development agreements that convey City property at reduced cost to developers. Such conditions may include dedication of a certain percentage of lots for affordable housing or contributions in lieu of such dedication.
- e. Encourage the use of upper story space in commercial buildings for rental units, particularly in the Downtown and College Hill areas.
- f. To the extent practicable, ensure that new affordable and workforce housing – whether market-rate or below-market-rate – is geographically distributed throughout Cedar Falls.
- g. If the state passes enabling legislation for Land Redevelopment Trusts (also known as Land Banks), consider participating in the formation of a local land bank to acquire vacant, dilapidated, or tax-delinquent properties for resale to developers.

V. PROMOTE COMMUNITY SERVICES AND AMENITIES TO COMPLEMENT HOUSING OPPORTUNITIES

- a. Promote expansion of transportation options in Cedar Falls for residents without cars, since reliable transportation to work is essential for a household to earn sufficient income to afford housing.
- b. Promote the availability of affordable child care in Cedar Falls, particularly for workers earning low to moderate wages. Affordable child care is essential for workers with children to increase their earnings and, hence, their ability to afford housing.
- c. When incentives are provided to employers to locate or expand operations in Cedar Falls, prioritize employers that pay sufficient wages for workers to afford average-priced housing and child care.
- d. Maintain and, when possible, expand City support for agencies that provide services to seniors and people with disabilities to help them live independently.
- e. Continue to promote residential placemaking and quality of life measures, including requiring or encouraging parks, trails, sidewalks, and other open space to be incorporated in new developments.

I. Introduction and Purpose

Cedar Falls is a vibrant and growing community in Black Hawk County, home to the University of Northern Iowa. Bordering the county seat of Waterloo and about 60% of its size in population, Cedar Falls is part of the Waterloo-Cedar Falls Metropolitan Area, the larger of only two metropolitan areas in rural northeast Iowa⁷. As such, Cedar Falls is an economic and cultural hub for the region.

In 2022, the newly formed Cedar Falls Economic Development Corporation (CFEDC), a 501(c)(4) nonprofit organization, commissioned a Housing Needs Assessment to provide an overview of the City's housing stock, identify unmet housing needs, and inform policy and decision-making by the City of Cedar Falls, local housing developers, and other stakeholders. The CFEDC sought to address local concerns about rising housing costs, with home sale prices increasing by 25% in the past five years (not adjusted for inflation). Additional concerns include slowed housing production, limited inventory of units for sale, and a near absence of buildable lots for sale to homebuyers and custom builders.

This document seeks to answer the following questions:

- How affordable are homeownership and rental units for current and future residents, including workers and young families?
- Does the available housing stock match the needs and preferences of potential residents in terms of size, condition, and amenities?
- Is there an adequate supply of affordable, high-quality housing for populations with special needs, including seniors, people with disabilities, and people with extremely low incomes?
- How can housing policies and practices in Cedar Falls advance the goals of the City's 2021 Racial Equity Task Force Report?
- Will the current rate of housing construction keep pace with potential future demand?

This Housing Needs Assessment reviews the demographic and economic context for Cedar Falls' housing market, and provides an overview of publicly available data on the City's housing stock in terms of age, structure type, cost, and vacancy rates. The document also provides local data on the cost and demand for ownership, rental, and senior housing, and projects future housing supply and demand through 2040. Feedback is included from an extensive public input process including focus groups and surveys of residents and stakeholders. The document also reviews existing housing development policies and programs in Cedar Falls and provides examples from other communities in Iowa. The assessment concludes with strategies for addressing unmet housing needs in Cedar Falls.

The Process

CFEDC contracted with the Iowa Northland Regional Council of Governments (INRCOG) and the University of Northern Iowa's Institute for Decision Making (IDM) to prepare the Housing Needs Assessment (HNA)

⁷ The Waterloo-Cedar Falls and Dubuque Metropolitan Areas have populations of 168,461 and 99,266, respectively (2020 Decennial Census). The Mason City area is considered a Micropolitan area, with a population of 50,570 (2020 Decennial Census).

document. INRCOG compiled numerical data, prepared housing supply and demand projections, authored the document, drafted questions for public input, and provided general support for the HNA development process. IDM conducted stakeholder focus groups, surveys, and a “public reflection” event to share HNA findings with the public and collect feedback.

The HNA development process was overseen by a Steering Committee and Task Force comprised of representatives of CFEDC, the City of Cedar Falls, and other local stakeholders. Broadly speaking, the Steering Committee directed, organized, and oversaw HNA development, while task force members provided data and feedback on specific topics. A timeline of milestones in the HNA development process is listed below.

May 9, 2022	Steering Committee Meeting #1
June 24, 2022	Task Force Kickoff Meeting
August 23-25, 2022	Stakeholder Focus Groups
Aug. 23 – Sept. 12, 2022	Stakeholder Surveys
Sept. 30 – Dec. 16, 2022	Resident Surveys
October 24, 2022	Task Force Meeting #2
November 11, 2022	Task Force Meeting #3
December 19, 2022	Steering Committee Meeting #2
March 24, 2023	Task Force Meeting #4
April 10, 2023	Cedar Falls Human Rights Commission Meeting and Recommendation
April 19, 2023	Cedar Falls Housing Commission Meeting and Recommendation
May 1, 2023	City Council Community Development Committee Presentation
May 2, 2023	Public Reflection at Cedar Falls Community Center
May 15, 2023	City Council Consideration

II. Population and Demographics

A. Population Trends

Cedar Falls was incorporated in 1853 and grew rapidly in the 20th Century (Figure 1). The ultimate transformation of the Iowa State Teacher's College into the University of Northern Iowa in 1967, and the annexation of the Cedar Heights and North Cedar areas in 1935 and 1971, respectively, contributed to the City's growth. The population decline between 1980 and 1990, associated with the Farm Crisis and the closure or downsizing of major regional employers, had less of an impact on Cedar Falls than on Black Hawk County as a whole. The City's population has grown moderately since 1990, reaching 40,713 by 2020. Cedar Falls' share of the County's population has grown steadily over the last century, reaching 31% by 2020.

Figure 1 shows two population projections through 2040 for the City. The higher population estimates (green line) are based on a geometric projection of the City's growth from 1990 to 2020 (5.9% per decade). The lower population estimates (yellow line) are based on Woods and Poole projections for Black Hawk County, assuming that Cedar Falls' share of the County's population will increase by 1.1 percentage points per decade (the average increase from 1990 to 2020). The two projections result in low and high population estimates of 43,645 and 45,380, respectively, by 2040. These population estimates will form the basis of the future housing supply and demand projections in Section VII.

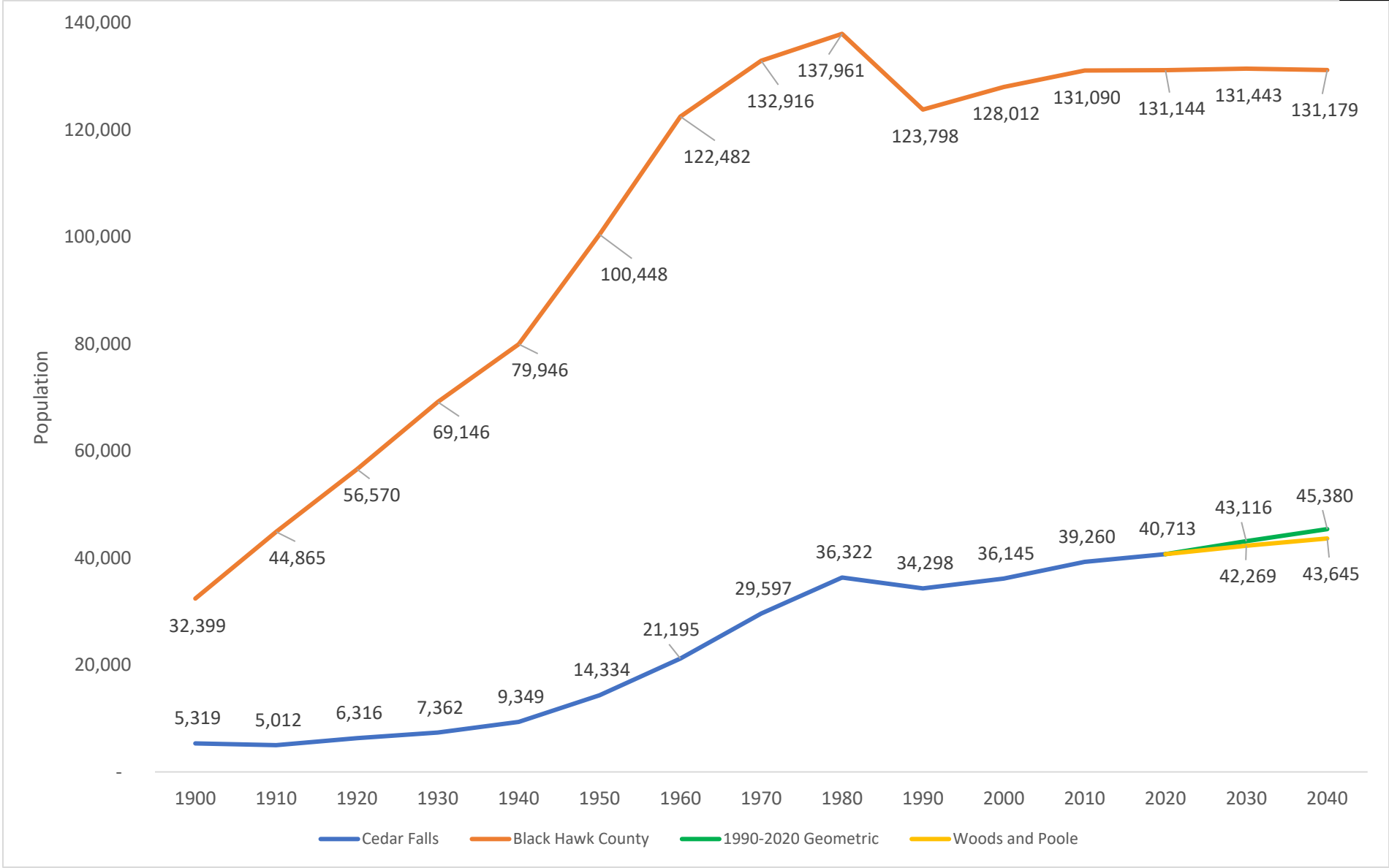


Figure 1. Population Trends and Projections for Cedar Falls. Source: Decennial Census data from Iowa State Data Center (1880-2020), Woods & Poole Economics (2030 and 2040).

B. Demographic Overview

Table 1 provides the most recent demographic information for Cedar Falls and the State of Iowa from the U.S. Census Bureau. At the time this analysis was conducted, 2020 Decennial Census redistricting data was available for certain topics, including total population and race. For other topics, Table 1 uses 2020 American Community Survey (ACS) 5-year estimates to provide current estimates. 2010 and 2000 Decennial Census data for Cedar Falls is used for comparison.

Cedar Falls has a relatively young population. The median age increased slightly in the last two decades, from 26.6 in 2000 to 27.3 in 2020, but is still much lower than Iowa's median age of 38.3. The City has proportionately fewer children, adults aged 25 to 44, and seniors aged 65 and older than the state as a whole. However, all these age groups experienced a proportionate increase in Cedar Falls from 2010 to 2020. The proportion of children increased from 17.3% to 19.3%, while the 25-44 group grew from 20.4% to 21.9% and seniors increased from 12.4% to 15.1%.

Notably, 21% of Cedar Falls' population consists of young adults aged 20 to 24, nearly triple the statewide proportion. The share of young adults in this age group who are University of Northern Iowa (UNI) students is not known. Not all Cedar Falls residents in this age group are students, and some UNI students likely listed their home communities rather than Cedar Falls as their place of residence on their ACS forms.

Family households and households with children account for 53.9% and 23.5%, respectively, of all households in Cedar Falls. These are lower than the statewide proportions and represent a decline from the 2000 proportions. The causes for the decline in family households and households with children are not known – it may simply reflect the population's overall aging trend, or rising housing costs may deter young families from living in Cedar Falls.

Fortunately, average household and family size in Cedar Falls (2.45 and 2.99, respectively) have increased since 2010 and are comparable to statewide averages. This, combined with the growing proportions of children and adults aged 25 to 44, suggests that Cedar Falls still has an ample population of young adults starting families in Cedar Falls. However, as this document will show, Cedar Falls is more likely to attract and retain young families if it has a mix of housing options at different price levels.

Cedar Falls' population is predominantly White, not Hispanic or Latino, but diversity is increasing in the City as it is statewide. The White proportion of the City's population declined from 93.4% in 2010 to 87.5% in 2020, while the statewide proportion declined from 91.3% to 84.5% during the same period (2010 values for Iowa not listed in Table 1). The City's Hispanic and Latino population (of any race) increased from 2% to 2.9% between 2010 and 2020, while Iowa's Hispanic and Latino population increased from 5% to 6.8%. Cedar Falls populations that identify as Black, Asian, some other race, multiracial, or foreign-born increased proportionately as well. On the whole, Cedar Falls is slightly less diverse than the state of Iowa with the exception of its proportionately higher Asian population.

Among the civilian noninstitutionalized population in Cedar Falls, an estimated 3,741 people, or 9.3%, had a disability in 2020, compared to 11.8% statewide. The lower prevalence of people with disabilities in Cedar Falls may reflect the relative youth of its population. The total number of noninstitutionalized civilians with disabilities in Cedar Falls declined from 4,525 in 2000 to 3,741 in 2020.

Table 1. Cedar Falls Demographic Overview.

Demographic Variable	2000*	2010*	2020*		Significant Differences? (90% Confidence Interval)
			Cedar Falls	Iowa	
Total Population	36,257	39,260	40,713	3,190,369	N/A
Age					
Median Age	26.6	26.8	27.3	38.3	CF lower than IA in 2020
Under 18	17.6%	17.3%	19.3%	23.2%	N/A
20 to 24	22.2%	22.1%	21.0%	7.2%	CF higher in IA in 2020
25 to 44	20.5%	20.4%	21.9%	24.7%	CF lower than IA in 2020, ↑ from 2010
65 and older	11.8%	12.4%	15.1%	17.1%	CF lower than IA in 2020, ↑ from 2010
Households and Families					
Average Household Size	2.45	2.37	2.45	2.40	Increase from 2010
Average Family Size	2.88	2.88	2.99	2.98	Increase from 2010
Family Households (% of households)	59.3%	55.4%	53.9%	62.9%	CF lower than IA in 2020, ↓ from 2000
Households with Children (% of households)	28.2%	24.8%	23.5%	29.5%	CF lower than IA in 2020, ↓ from 2000
Race, Ethnicity, and National Origin					
White alone	95.1%	93.4%	87.5%	84.5%	N/A
Black or African American alone	1.6%	2.1%	3.1%	4.1%	N/A
American Indian and Alaska Native alone	0.2%	0.2%	0.2%	0.5%	N/A
Asian alone	1.6%	2.3%	3.2%	2.4%	N/A
Native Hawaiian and Other Pacific Islander alone	0.02%	0.00%	0%	0.2%	N/A
Some other race	0.4%	0.5%	1.0%	2.8%	N/A
Two or more races	1.1%	1.7%	4.7%	5.6%	N/A
Hispanic or Latino (of any race)	0.9%	2.0%	2.9%	6.8%	N/A
Foreign-Born	2.7%		5.5%	5.4%	Increase from 2000
Disability					
People with a Disability**	4,525		3,741	365,878	Decrease from 2000
% of Population with a Disability**	13.2%		9.3%	11.8%	CF lower than IA in 2020, ↓ from 2000

Source: 2020 Decennial Census, 2010 Decennial Census, 2020 5-year American Community Survey (ACS). If last column lists "N/A," 2020 value is from 2020 5-year ACS. All other values from Decennial Census. *Civilian Noninstitutionalized Population. In 2000 Census, population under 5 years old is excluded.

III. Employment Trends

A. Economic Overview

According to the 2020 ACS estimates, 71.6% of Cedar Falls' population aged 16 and older is in the civilian labor force, an increase from 2010 (Table 2). The labor force participation rate of Cedar Falls residents is higher than that of Iowa residents overall, which declined slightly over the last decade. According to Bureau of Labor Statistics (BLS) data, Cedar Falls has consistently had a lower unemployment rate than Iowa as a whole since 2010 (data not shown). Both the city and state unemployment rates were lower in 2022 than in 2010, with Cedar Falls' rate dropping from 4.3% to 2.4%, and Iowa's rate dropping from 6.1% to 2.7%

Compared to Iowa as a whole, Cedar Falls is a notably higher-income community with a smaller share of blue-collar workers. Among residents in the labor force, Cedar Falls and Iowa had similar shares of workers in management, business, science, and arts occupations (39.5% vs. 37.2%) in 2020. However, in 2010, the share of such workers living in Cedar Falls exceeded that in Iowa by a larger, statistically significant margin. In other words, Iowa's share of workers in these occupations has caught up with that of Cedar Falls. In 2020, the City had a considerably lower share of residents working in production, transportation, and material moving occupations – 11.1% compared to 17% statewide.

The difference between median household incomes in Cedar Falls and Iowa in 2020 – \$64,809 vs. \$61,836 – is not statistically significant. The prevalence of college students with low household incomes may lower Cedar Falls' median household income. However, the City's median *family* income in 2020 was significantly higher than Iowa's (\$97,563 vs. \$79,186), and the gap between the City and the state has widened since 2010. While Iowa's median family income increased by 28% from 2010 to 2020, Cedar Falls' median family income grew by 40% (not adjusted for inflation).

The shares of Cedar Falls residents with Social Security and retirement income in 2020 – 29.5% and 23.6%, respectively – have increased since 2010, which is an expected outcome of the growing senior population (see Table 1). In particular, the growing share of residents with retirement income may reflect the growing presence of large retirement communities – mainly Western Home Communities and NewAldaya Lifescapes (see Section IV.D.1.). Compared to Iowa, a greater share of Cedar Falls households had retirement income in 2020. Given that Cedar Falls families have higher incomes and, at least in the past, were more likely to be white-collar, this may indicate that workers living in Cedar Falls are more likely to have jobs that pay retirement benefits – or are less likely to have financial emergencies that force them to empty their retirement savings.

Table 2. Cedar Falls Economic Overview.

Economic Variable	2010		2020 (or 2022 where noted)		Is Cedar Falls 2020 value significantly different? (90% Confidence Interval)*
	Iowa	Cedar Falls	Iowa	Cedar Falls	
Civilian labor force (pop. age 16+)	69.0%	67.2%	67.0%	71.6%	Higher than IA in 2020 and CF in 2010
Unemployment rate (civilian labor force)	6.1%	4.3%	2.7% (2022)	2.4% (2022)	Not determined
Workers in Management, business, science, and arts occupations**	33.1%	37.7%	37.2%	39.5%	
Workers in Production, transportation, and material moving occupations**	16.5%	10.2%	17.0%	11.1%	Lower than IA in 2020
Median household income***	\$48,872	\$47,339	\$61,836	\$64,809	Higher than CF in 2010
Median family income***	\$61,804	\$69,629	\$79,186	\$97,563	Higher than IA in 2020 and CF in 2010
Poverty rate (families)	7.4%	8.4%	7.1%	6.0%	Appears lower (Z statistic = -1.46)
Poverty rate (individuals)	11.6%	21.0%	11.1%	17.2%	Higher than IA in 2020, lower than CF in 2010
Households with Social Security	29.0%	25.0%	31.4%	29.5%	Higher than CF in 2010
Households with retirement income	15.9%	18.0%	20.0%	23.6%	Higher than IA in 2020 and CF in 2010
Households with Supplemental Security Income	3.2%	1.7%	4.1%	1.9%	Lower than IA in 2020
Households with cash public assistance income	2.4%	2.6%	2.1%	1.1%	Lower than IA in 2020 and CF in 2010
Households with Food Stamp/SNAP benefits	9.0%	6.9%	9.8%	6.5%	Lower than IA in 2020

Source: 2010 and 2020 5-year ACS, except for 2010 and 2022 unemployment rates from Bureau of Labor Statistics. *Statistical comparison of Cedar Falls 2020 values and Iowa 2010 values was not conducted. **Civilian workers age 16 and older. ***Not inflation-adjusted.

As Table 2 shows, Cedar Falls had a higher individual poverty rate in 2020 than Iowa (17.2% vs. 11.1%). However, the prevalence of students may skew the City's individual poverty rate upward. The City's *family* poverty rate, which is less likely to be influenced by the student population, was 6% in 2020, not significantly different from the statewide family poverty rate of 7.1%. The City's family poverty rate appears to have dropped from its 2010 level of 8.4%, though the difference is not quite statistically significant (Z statistic = -1.46⁸).

Since Cedar Falls is a higher-income community, it is not surprising that it had lower proportions of households with Supplemental Security Income (SSI), Supplemental Nutrition Assistance Program (SNAP or "Food Stamps"), or cash public assistance benefits in 2020 compared to Iowa households overall. In both Cedar Falls and Iowa, the percentage of households receiving SSI or cash assistance is low.

SSI is a benefit provided by the Social Security Administration to aged, blind, and disabled people with very low incomes. The maximum monthly SSI benefit was \$841 in 2021, and is less for recipients with other income sources. Only 1.9% of Cedar Falls households received SSI in 2020, though an estimated 16.7% of all Cedar Falls households have a member with disabilities⁹.

Cash public assistance generally consists of payments from the Family Investment Program (FIP), the name for federal Temporary Assistance for Needy Families (TANF) funds in Iowa. (The TANF program is colloquially known as "welfare.") Families with children that have very limited incomes may be eligible for FIP, which provides modest supplemental income in amounts that have not changed since 1989 (for example, \$361 for a 2-person household and \$426 per 3-person household at the time of this writing). Only 1.1% of Cedar Falls households received cash public assistance in 2020, though 6% of Cedar Falls families experienced poverty as noted above.

Overall, while Cedar Falls is a relatively affluent community, poverty and financial hardship are not absent. In Cedar Falls, and throughout Iowa, financial resources for struggling households are often limited.

B. Wages and Job Trends

Cedar Falls is in Iowa's Local Workforce Development Area (LWDA) Region 1 (Northeast), which includes Black Hawk County and 19 other counties in Northeast Iowa. Since many Cedar Falls residents commute elsewhere for work (see Section III.C: Commuting Characteristics), the entire region's workforce dynamics are relevant to Cedar Falls. From 2020 through 2030, employment in Region 1 is projected to grow from 260,840 to 289,790 workers, an 11% increase (Table 3). Employment is expected to increase in all occupational categories, with the greatest numeric increases in Education, Training, & Library; Food Preparation & Serving; and Transportation & Material Moving (5,615, 3,470, and 2,835 workers, respectively).

⁸ When a data source such as the Census Bureau provides estimates with margins of error, a "Z statistic" may be calculated to determine whether two estimates with overlapping margins of error are statistically significant or not, within a certain level of confidence (typically 90% for Census Bureau data). A Z statistic greater than 1.645 or less than -1.645 indicates that the two estimates are significantly different, rather than the apparent difference being due to random variation in the data collection process.

⁹ Estimate from the 2014-2018 Comprehensive Housing Affordability Strategy (CHAS) data, a special tabulation of American Community Survey (ACS) data provided by the Census Bureau to the U.S. Department of Housing and Urban Development (HUD). Data not shown in Table 2.

Although some occupational categories are expected to grow more than others, the rank of different occupation types in Region 1, in terms of number of workers, is not expected to change substantially between 2020 and 2030. Some of Region 7's most common or fastest growing occupations, including Food Preparation & Serving, Healthcare Support, Building & Grounds Maintenance, and Sales, pay wages well below the region's \$18.23 median wage (Table 3). Low- and moderate-wage occupational categories – encompassing many of the region's essential workers – are among the most common projected jobs in 2030, while higher-wage occupational categories tend to be less common (Figure 2).

Table 3. Projected Employment Change by Occupational Category in Iowa's Local Workforce Development Area (LWDA) 1 (Northeast), 2020 to 2030.

Occupation Category	2020 Estimated Workers	2030 Projected Workers	Numeric Change	% Change	2022 Median Wage
Education, Training, & Library	16,415	22,035	5,615	34%	\$22.78
Food Prep & Serving	18,985	22,460	3,470	18%	\$11.37
Transportation & Material Moving	25,115	27,945	2,835	11%	\$18.07
Management	22,425	24,800	2,375	11%	\$37.42
Healthcare Practitioners & Tech	14,435	16,195	1,760	12%	\$29.10
Healthcare Support	10,990	12,650	1,660	15%	\$14.26
Construction & Extraction	10,895	12,160	1,265	12%	\$22.62
Building & Grounds Cleaning/Maintenance	7,725	8,975	1,250	16%	\$14.47
Sales	24,050	25,280	1,230	5%	\$13.88
Installation, Maintenance, & Repair	11,650	12,850	1,195	10%	\$22.65
Business & Financial	9,810	10,960	1,150	12%	\$29.27
Production	28,085	29,125	1,040	4%	\$18.21
Personal Care & Service	6,255	7,110	855	14%	\$11.74
Computer & Mathematical Occupations	3,995	4,720	725	18%	\$36.11
Arts, Design, Entertainment, Sports, & Media	3,235	3,805	575	18%	\$18.33
Architecture & Engineering	4,275	4,795	520	12%	\$37.51
Community & Social Service	3,395	3,915	515	15%	\$18.73
Protective Service	2,955	3,325	365	13%	\$22.75
Farming, Fishing, & Forestry	3,155	3,325	170	5%	\$18.11
Life, Physical, & Social Science	1,465	1,620	155	11%	\$28.50
Office & Administrative	30,670	30,795	125	0.4%	\$17.88
Legal	850	950	100	12%	\$28.00
All Occupations	260,840	289,790	28,955	11%	\$18.23

Source: Iowa Workforce Development (IWD), LWDA Region 1 Occupational Projections, 8/2022.

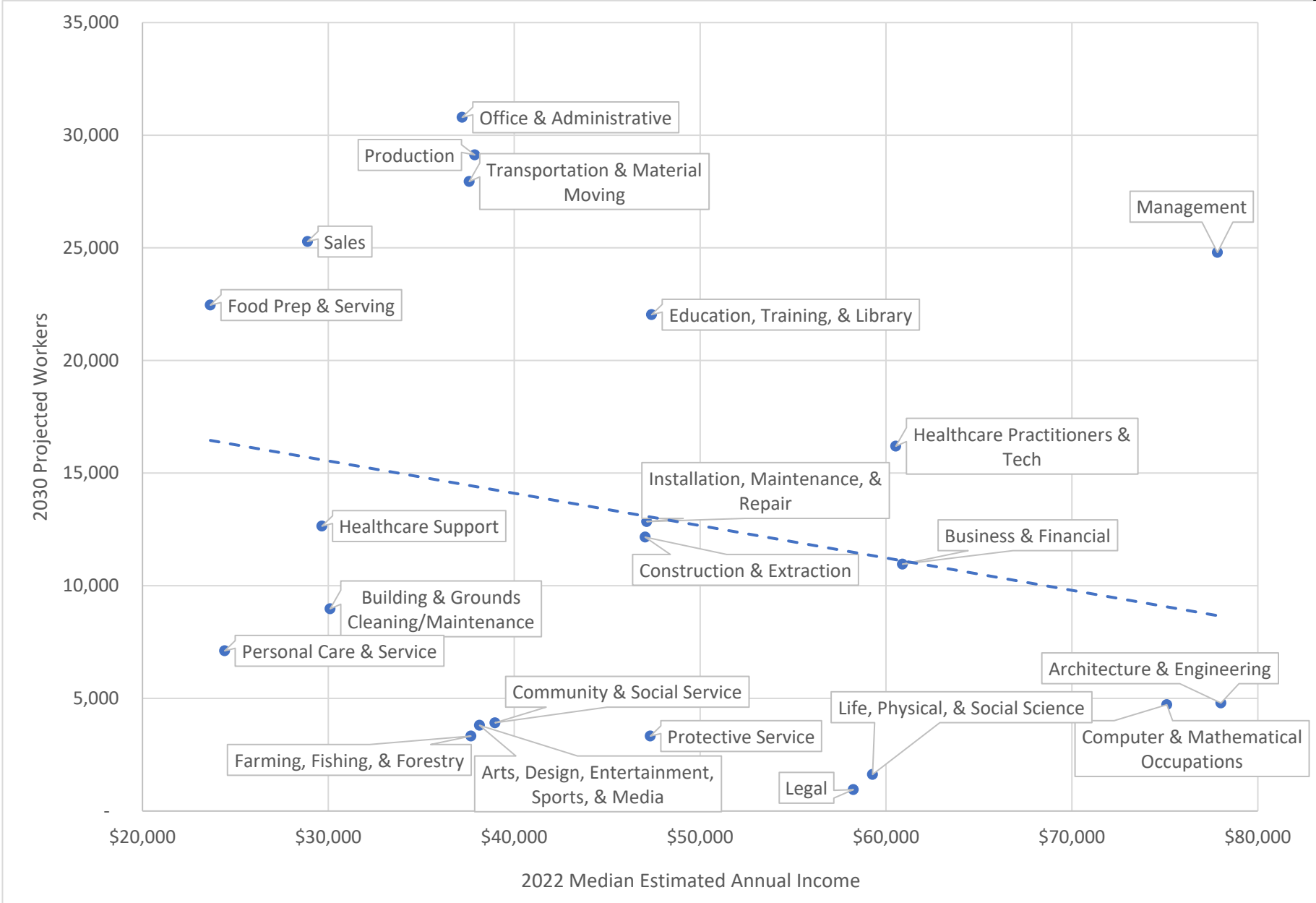


Figure 2. Projected Workers in 2030 by Occupational Category in Iowa’s Local Workforce Development Area (LWDA) 1 (Northeast). Source: Iowa Workforce Development (IWD), LWDA Region 1 Occupational Projections, 8/2022.

Table 4 provides data on the 25 most common occupations in the 50613 and 50614 zip codes. Postsecondary teachers are the most common occupation in Cedar Falls at 1,496 out of 25,087 jobs in 2022. However, Cedar Falls also has a high prevalence of low- and moderate-wage jobs, particularly in service, manufacturing, and health care sectors. This is common for many communities across Iowa and the nation. For example, laborers and freight, stock, and material movers account for 482 jobs and have median hourly earnings of \$17.32, or \$36,035 for full-time, year-round work. Nursing assistants, meanwhile, earn a median \$14.91 hourly or \$31,004 annually.

Table 4. Top 25 Most Common Occupations in Zip Codes 50613 and 50614.

Occupation	2022 Jobs	Median Annual Earnings	Median Hourly Earnings
Postsecondary Teachers	1,496	\$77,078	\$37.06
Retail Salespersons	962	\$23,464	\$11.28
Cashiers	834	\$24,668	\$11.86
Fast Food and Counter Workers	802	\$25,235	\$12.13
Customer Service Representatives	540	\$35,691	\$17.16
Laborers and Freight, Stock, and Material Movers (by hand)	482	\$36,035	\$17.32
Waiters and Waitresses	478	\$19,443	\$9.35
Office Clerks, General	475	\$34,952	\$16.80
Janitors and Cleaners*	467	\$35,236	\$16.94
Stockers and Order Fillers	419	\$30,453	\$14.64
Childcare Workers	394	\$19,778	\$9.51
General and Operations Managers	358	\$80,784	\$38.84
Secretaries and Administrative Assistants**	320	\$37,954	\$18.25
Teaching Assistants, Except Postsecondary	319	\$27,441	\$13.19
Nursing Assistants	310	\$31,004	\$14.91
Elementary School Teachers, Except Special Education	294	\$57,812	\$27.79
Cooks, Restaurant	289	\$27,734	\$13.33
Registered Nurses	278	\$60,846	\$29.25
First-Line Supervisors of Retail Sales Workers	267	\$34,607	\$16.64
Home Health and Personal Care Aides	265	\$27,575	\$13.26
Education Administrators, Postsecondary	260	\$93,105	\$44.76
Maintenance and Repair Workers, General	246	\$45,556	\$21.90
Maids and Housekeeping Cleaners	236	\$23,854	\$11.47
Bookkeeping, Accounting, and Auditing Clerks	221	\$38,659	\$18.59
First-Line Supervisors of Office/Admin Support Workers	191	\$52,980	\$25.47
Total Occupations	25,087		\$23.43***

Source: EMSI 2022 Q1. *Except maids and housekeepers *Except legal, medical, and executive ***This number is a mean; estimate of median earnings for all occupations is unavailable.

Of the Top 25 occupations shown in Table 4, those with median hourly earnings below \$18 account for 30% of all jobs in the City. Even omitting occupations often held by high school and college students – specifically, retail salespersons, cashiers, fast food workers, and waitstaff – Top 25 occupations with

median wages below \$18 still account for nearly 1 in 5 Cedar Falls jobs. The relationship between wages and housing prices will be considered further in Section IV: Housing Characteristics.

C. Commuting Characteristics

Figure 3 shows the commuting patterns for workers who live or are employed in Cedar Falls, or both, according to the most recent Longitudinal Employer-Household Dynamics (LEHD) data from the Census Bureau, which predates the COVID-19 pandemic and the rapid expansion of remote work. An estimated 5,898 people both lived and worked in Cedar Falls in 2019, with an additional 9,988 Cedar Falls residents commuting elsewhere for work, and 16,431 residents of other communities traveling to Cedar Falls for work. This pattern, with more in-commuters than out-commuters, is also seen in Iowa City and Ames, and is common for central cities of comparable size.

Most in-commuters to Cedar Falls lived in Black Hawk County or contiguous counties (those that share a border or corner with Black Hawk County). However, 5,780 in-commuters, or about 1 in 4, lived in a non-contiguous county such as Polk or Linn (Table 5a and Figure 3). Many of these locations are over 45 minutes from Cedar Falls (Figure 4). Among out-commuters who lived in Cedar Falls, nearly 3 in 4 worked in Black Hawk County, but about 1 in 5 commuted to a non-contiguous county (data not shown).

Cedar Falls in-commuters and out-commuters have considerably different financial profiles (Table 5b). Among in-commuters, 25% earn less than \$1,250 per month (\$15,000 per year), while only 16% of out-commuters fall within this earning bracket. While 56% of out-commuters earn more than \$3,333 per month (about \$40,000 per year), only 42% of in-commuters fall in this income bracket. Workers between these two earnings ranges are slightly more prevalent among in-commuters than out-commuters (33% vs. 28%). Housing costs may impact whether many of Cedar Falls' low-wage essential workers, such as home health aides and grocery workers, can afford to live in the City.

Table 5. Details on Cedar Falls In-Commuters and Out-Commuters.

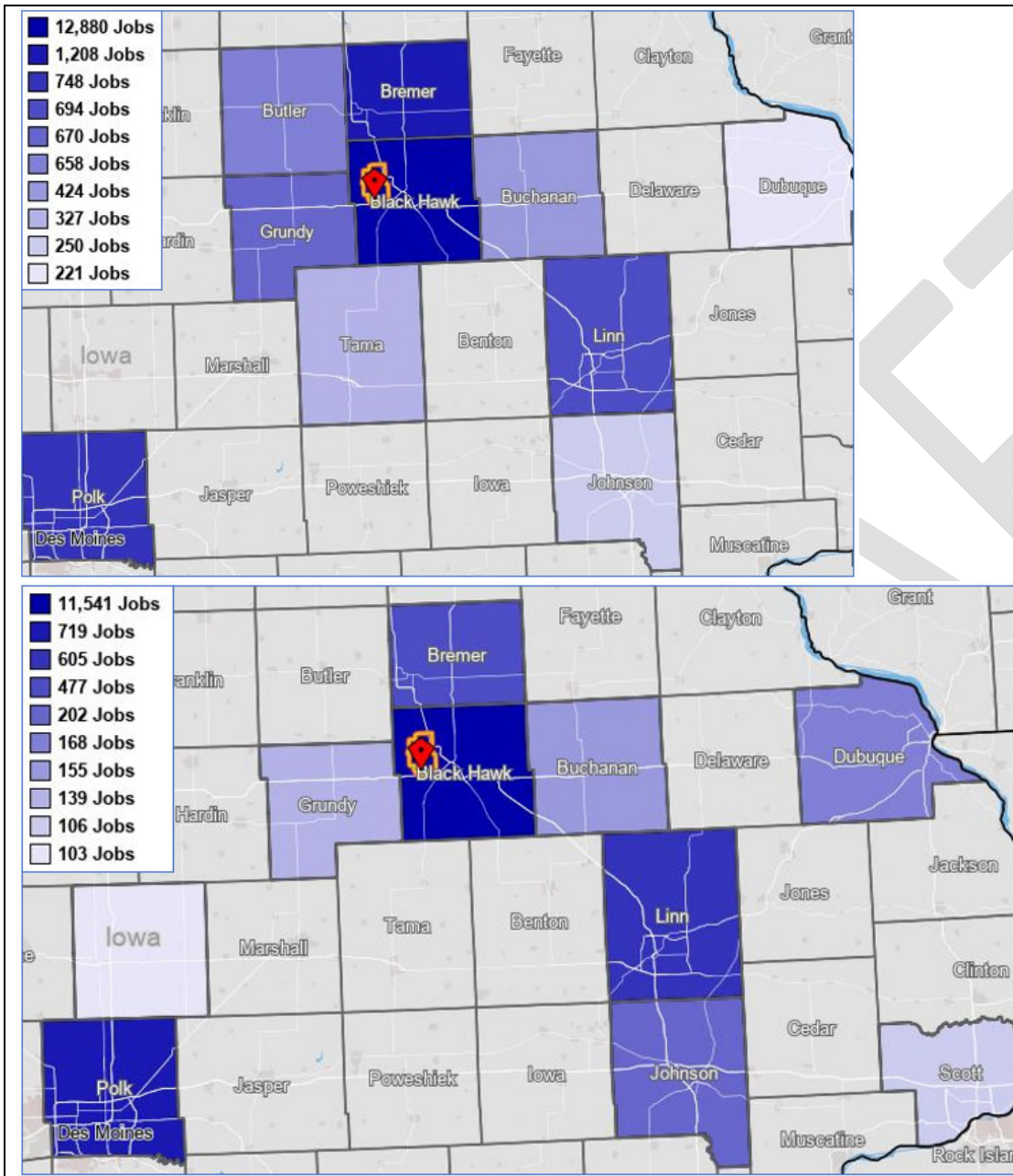
Home County	# of Workers	% of Workers
Black Hawk	12,880	57.7%
Bremer	1,208	5.4%
Polk	748	3.3%
Linn	694	3.1%
Grundy	670	3.0%
Butler	658	2.9%
Buchanan	424	1.9%
Tama	327	1.5%
Johnson	250	1.1%
Dubuque	221	1.0%
Scott	213	1.0%
Benton	206	0.9%
Cerro Gordo	199	0.9%
Marshall	198	0.9%
Fayette	176	0.8%
Other	3,257	14.6%
Total Non-Contiguous	5,780	25.9%

a. Home Counties of In-Commuters to Cedar Falls

Monthly Earnings	Workers In-Commuting to CF	CF Residents Out-Commuting
\$1,250 or less	25%	16%
\$1,251 to \$3,333	33%	28%
More than \$3,333	42%	56%

b. Earnings of Cedar Falls In- and Out-Commuters

Source: Longitudinal Household-Employment Dynamics (LEHD) 2019 (Primary Jobs).



Counterclockwise from left:

Top 10 home counties for people who work in Cedar Falls

Top 10 counties where Cedar Falls residents work

Worker Inflow/Outflow for Cedar Falls

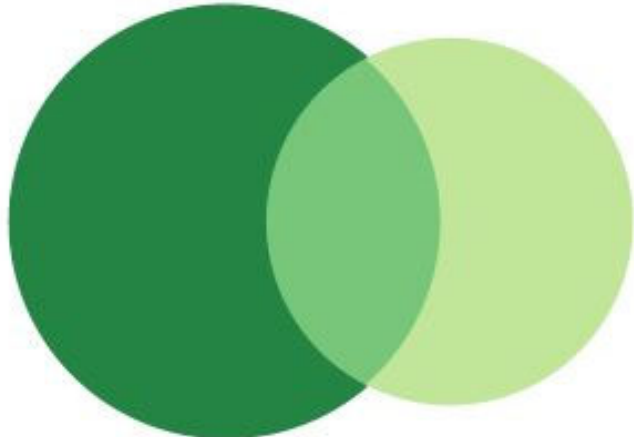


Figure 3. Cedar Falls Commuting Patterns. Source: Longitudinal Household-Employment Dynamics (LEHD) 2019 (Primary Jobs).

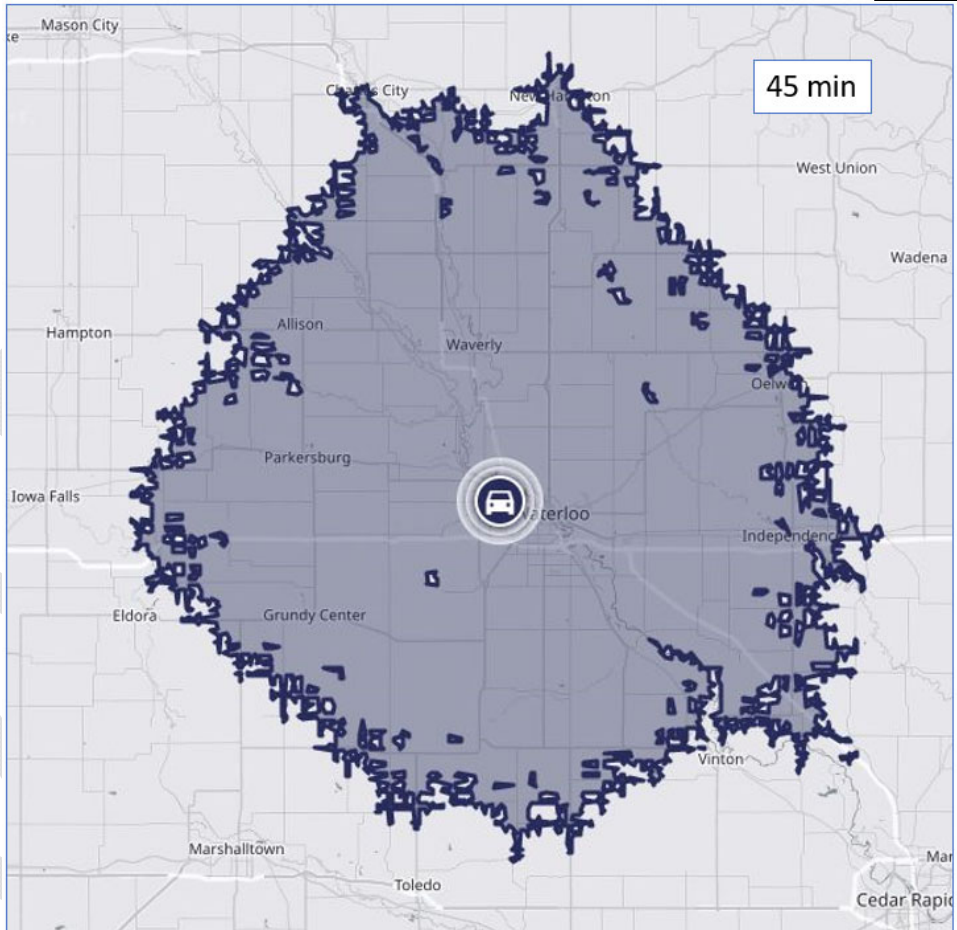
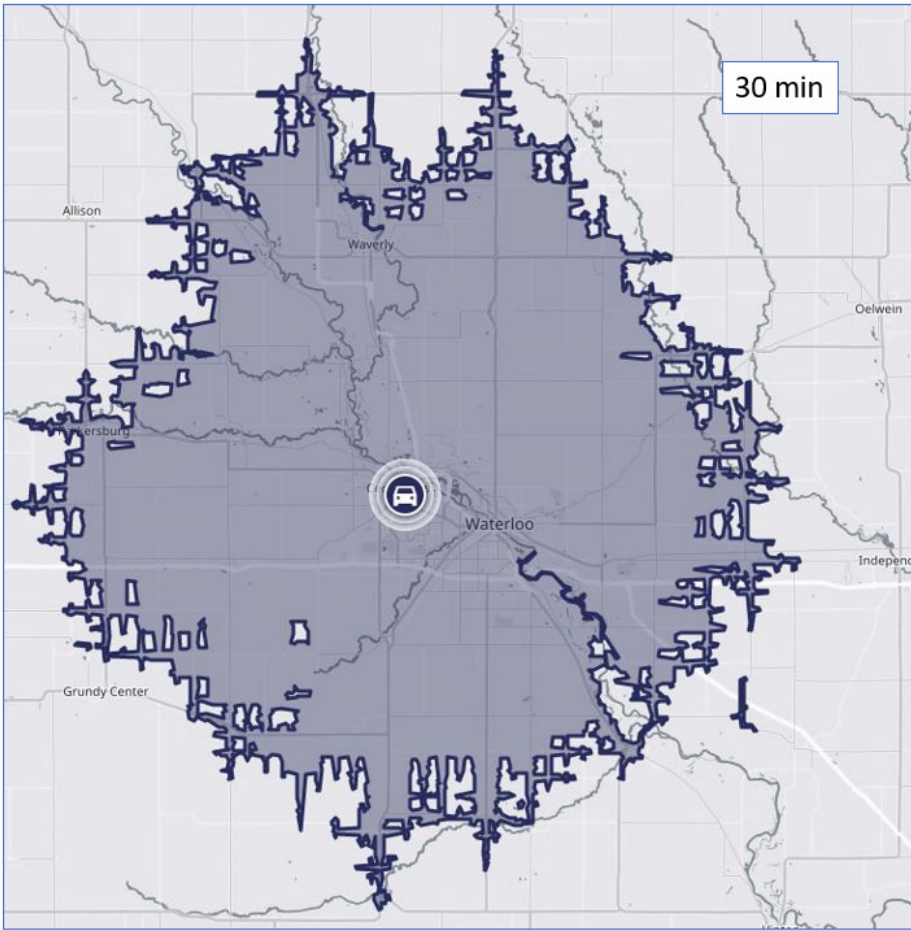


Figure 4. Commute Times to Cedar Falls. Source: App.TravelTime.Com. Retrieved 7/7/2022.

D. Employer Feedback

Limited employer feedback was obtained for the Housing Needs Assessment. Representatives of two Cedar Falls employers attended a focus group in August 2022, and three employers responded to an online survey, though some responses were missing or incomplete (Table 6). What feedback employers did provide indicates that Cedar Falls is a desirable community, but some employees are unable to live here due to a shortage of affordable housing options. Employees who cannot afford to live in Cedar Falls may instead choose to live in Waterloo or smaller communities within the region. Additionally, employees at Cedar Falls firms with the option to work remotely may prefer to live in communities with more affordable housing options.

In the survey responses, two employers referenced “proximity to work” or “commute” as a factor that prospective employees consider when deciding where to live. The third employer cited “workforce availability” as the biggest barrier to recruiting employees, and is not alone among Iowa employers, especially since the COVID-19 pandemic started.

The employers’ feedback highlights the value of having affordable housing options that allow people to live where they work. Some observers might argue that Cedar Falls does not need more affordable housing because workers can easily live in neighboring communities without an onerous commute. However, for many workers, affordable housing options in the community where they work are a powerful draw. By having limited housing options at lower price points, Cedar Falls misses opportunities to recruit these workers.

Table 6. Survey of Cedar Falls Employers.

Survey Question	Responses	# of Responses	
# of employees that work in your Cedar Falls location(s)	Avg. 41 Range 4 - 77	2	
Communities that employees (including temps) are most likely to live in	Cedar Falls Waterloo Denver Sumner	Parkersburg Waverly Reinbeck	3
% of employees (including temps) who live in Cedar Falls	Avg. 58% Range 30% - 95%	3	
Factors that current or prospective employees (including temps) consider when deciding where to live in the region	Proximity to work Cost Income Walkability to desirable locations/amenities	Cost Commute Home Availability	3
Lowest starting wage (temporary employees from staffing agencies)	\$16	1	
Lowest starting wage for entry-level workers employed by your business	Avg. \$18 Range \$18	2	
Biggest barriers to recruiting employees at locations in the Cedar Falls area	Workforce availability Lack of housing options n/a	3	
What would make employees more likely to live in Cedar Falls?	Affordability Different housing options	2	
Biggest challenges that you/your employees face in the Cedar Falls housing environment	Affordability High prices	Housing availability Building site availability	2

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by the University of Northern Iowa (UNI) Institute for Decision Making (IDM).

IV. Housing Characteristics

A. Housing Overview

According to the 2020 ACS estimates, Cedar Falls had 16,118 housing units in 2020 (Table 7), not including nursing facilities, dormitories, or other group quarters. An estimated 6% of housing units in Cedar Falls are vacant, including units for rent or sale, those that have been sold or rented but are not yet occupied, those reserved for seasonal or recreational use, and those that are abandoned or held off the market by their owners. Homeowner and rental vacancy rates, by contrast, are calculated only for those units that are in the active housing market (occupied, rented or sold but not yet occupied, or vacant for rent or sale). The City's homeowner vacancy rate of 1.4% is comparable to Iowa's rate of 1.3%. Cedar Falls has a lower rental vacancy rate than Iowa (4.4% vs. 6.5%), though the difference is not statistically significant (Z statistic = -1.36; data not shown).

Table 7. Cedar Falls Housing Stock: Occupancy and Physical Characteristics.

Housing Variable	Iowa	Cedar Falls	Is Cedar Falls significantly different from IA?*
HOUSING OCCUPANCY			
Total housing units	1,407,819	16,118	
Vacant housing units	9.5%	6.0%	Lower
Homeowner vacancy rate	1.3%	1.4%	
Rental vacancy rate	6.5%	4.4%	
UNITS IN STRUCTURE			
1-unit, detached	73.1%	63.1%	Lower
1-unit, attached	4.1%	5.6%	Higher
2 units	2.2%	4.1%	Higher
3 or 4 units	3.4%	4.5%	
5 to 9 units	3.6%	3.5%	
10 to 19 units	3.9%	7.9%	Higher
20 or more units	6.1%	7.6%	
Mobile home	3.6%	3.6%	
YEAR STRUCTURE BUILT			
2014 or later	3.6%	5.2%	Higher
2010 to 2013	2.9%	5.2%	Higher
2000 to 2009	10.9%	11.8%	
1990 to 1999	10.7%	12.6%	Appears higher (Z statistic = 1.55)
1980 to 1989	7.4%	6.7%	
1970 to 1979	14.2%	14.7%	
1960 to 1969	10.1%	12.6%	Appears higher (Z statistic = 1.52)
1950 to 1959	10.1%	15.7%	Higher
1940 to 1949	5.0%	4.0%	Lower
1939 or earlier	25.2%	11.5%	Lower

Source: 2020 5-year ACS. *90% Confidence Interval

Detached single-family units account for 63.1% of Cedar Falls' housing stock, a lower proportion than for Iowa as a whole (73.1%). Compared to the state, Cedar Falls has a higher share of housing units in 10- to 19-unit structures (7.9% vs. 3.9%), and slightly higher shares of single-family attached units (5.6% vs. 4.1%) and units in 2-unit structures (4.1% vs. 2.2%). This is not surprising for a mid-sized university town.

In addition to having a higher proportion of attached and multifamily units, Cedar Falls has a newer housing stock than Iowa as a whole. Units built in 2010 or later account for 10.4% of the City's housing stock compared to 6.5% of Iowa's housing stock. Only 15.5% of the City's housing stock was built before 1950, compared to 30.2% of units statewide.

Table 8a provides 2010 and 2020 ACS estimates for the tenure and financial characteristics of Cedar Falls housing stock. An estimated 64.4% of the City's housing stock was owner-occupied in 2020, lower than Iowa's 73.2% homeownership rate but equal to the national homeownership rate (data not shown). Of the City's owner-occupied units in 2020, 62.3% had a mortgage, comparable to the statewide share of owner units with mortgages (60.4%). Between 2010 and 2020, neither the homeownership rate nor the share of owner units with mortgages changed significantly in Cedar Falls.

The median value of owner-occupied homes in Cedar Falls was \$204,300 in 2020, higher than Iowa's median value of \$153,900 in 2020. For owners with mortgages, the median monthly housing cost in Cedar Falls (see Glossary) was \$1,499, higher than the median cost of \$1,279 for owners with mortgages statewide. Despite this difference, Cedar Falls and Iowa had similar percentages of owners with mortgages paying 35% or more of their incomes for housing (12.8% vs. 13.9%). Cedar Falls' higher median family income (Table 2) likely accounts for the ability of its homeowners to bear higher housing costs. Similarly, among owners without mortgages in 2020, Cedar Falls homeowners are not more likely than Iowa homeowners to pay $\geq 35\%$ of their incomes on housing (6.1% vs. 8.2%) despite having somewhat higher monthly housing costs (\$519 vs. \$495).

In 2020, Cedar Falls' median gross rent (see Glossary) was \$944, considerably higher than Iowa's median gross rent of \$806¹⁰. Cedar Falls renters were more likely than renters statewide to pay $\geq 35\%$ of their incomes on housing (41.6% vs. 34.7%), but the prevalence of college students may skew this number upward in Cedar Falls. However, Section IV.E.2. will show that housing cost burden (see Glossary) is widespread among household types that are less likely to be student-headed. Moreover, as shown by statewide data on housing cost burden in Section IV.E.1., renters are more likely than owners to face high housing costs even in geographic areas not skewed by students.

Table 8b compares housing cost increases in Iowa and Cedar Falls from 2010 to 2020, not adjusted for inflation. The median value of owner-occupied homes increased 35% in Cedar Falls, faster than the statewide increase of 29%. Housing costs for owners with mortgages and renters increased rapidly in Cedar Falls compared to Iowa – 21% vs. 12% for owners with mortgages, and 43% vs. 31% for renters.

¹⁰ In this document, median gross rent is provided for rental units of all sizes (i.e. number of bedrooms) unless otherwise stated.

Table 8. Cedar Falls Housing Stock: Tenure and Financial Characteristics.

Housing Variable		2010		2020		Is Cedar Falls significantly different from IA? (90% Confidence Interval)
		Iowa	Cedar Falls	Iowa	Cedar Falls	
All owner-occupied units	% of all occupied housing units	73.2%	63.9%	71.2%	64.4%	Lower than IA in 2020
	Median value*	\$119,200	\$151,400	\$153,900	\$204,300	Higher than IA in 2020 and CF in 2010
Owner-occupied with a mortgage	% of owner-occupied units	63.0%	64.5%	60.4%	62.3%	
	Median monthly owner costs*	\$1,147	\$1,236	\$1,279	\$1,499	Higher than IA in 2020 and CF in 2010
	Housing costs ≥35% of income	17.3%	10.5%	13.9%	12.8%	
Owner-occupied without a mortgage	% of owner-occupied units	37.0%	35.5%	39.6%	37.7%	
	Median monthly owner costs*	\$393	\$407	\$495	\$519	Higher than CF in 2010
	Housing costs ≥35% of income	9.2%	5.3%	8.2%	6.1%	Lower than IA in 2020
Renter-occupied units	Median gross rent (monthly)*	\$617	\$662	\$806	\$944	Higher than IA in 2020 and CF in 2010
	Housing costs ≥35% of income	36.2%	56.6%	34.7%	41.6%	Higher than IA in 2020 and CF in 2010

a. Overview

Housing Variable	Iowa	Cedar Falls
Median Value of All Owner-Occupied Units	29%	35%
Median Monthly Costs for Owner-Occupied Units with Mortgage	12%	21%
Median Gross Rent	31%	43%

b. Percent Change 2010 – 2020*

Source: 2020 5-year ACS. *Not inflation-adjusted

B. Owner-Occupied Housing

1. Home Sale Data

This section uses Multiple Listing Service (MLS) home sale data to examine the Cedar Falls homebuyer market. MLS data is more current and detailed than American Community Survey (ACS) data, allowing us to compare Cedar Falls to neighboring communities and identify factors that influence housing prices. Some MLS sales may actually be of rental or investment properties, but sale prices for these homes are assumed to impact market values of homes sold for ownership.

Table 9 provides MLS data for Cedar Falls and several comparison cities in Iowa from 1/1/2019 through 8/31/2022¹¹. The median sale price in Cedar Falls is \$225,000, compared to a range of \$180,000 to \$200,000 for the comparison cities. In other words, Cedar Falls housing prices are 12.5% to 25% higher than those of the comparison cities in Table 9. Cedar Falls also has the highest median price per finished square foot at \$116.

Since 2019, the City has averaged 623 MLS sales annually, or 5.6% of the single-family housing stock (detached and attached). This amount is higher than the share of single-family homes sold annually in the comparison cities, although Denver is close at 5.1% sold annually.

Table 9. Multiple Listing Service (MLS) Home Sale Data in Cedar Falls and Comparison Cities.

City	Cedar Falls	Denver	Hudson	Jesup
Median Closed Sale Price	\$225,000	\$180,000	\$200,000	\$169,900
Median Price per Finished SQFT	\$116	\$99	\$109	\$101
Average Annual Sales	623	33	28	31
Sales as a % of Single-Family Units*	5.6%	5.1%	3.3%	3.5%
Median Cumulative DOM**	8	9	13	10
Median DOM** (homes listed once)	7	9	9	10
Median Cumulative DOM** (repeat listings)	215	221	434	167
% of Homes listed more than once (repeat listings)	5.5%	5.0%	3.9%	4.3%
Median Sale Price (homes listed once)	\$220,900	\$179,900	\$199,000	\$164,850
Median Year Built (homes listed once)	1975	1969	1973	1962
Median Sale Price (repeat listings)	\$310,000	\$378,250	\$389,000	\$268,000
Median Year Built (repeat listings)	2003	1986	2011	1995

Source: Multiple Listing Service (MLS) data from 1/1/2019 to 8/31/2022 (single-family homes, townhomes, condominiums), ACS 2020 5-year estimates. *Detached and attached. **Days on Market

Table 9 also includes data on “Days on Market” (DOM), or the time that home listings spend on the market before being purchased. Some homes are listed more than once before being purchased, and “cumulative days on market” is the sum of each time the home was listed. Cedar Falls listings spend a median of 8 cumulative days on the market, slightly lower than the comparison communities (9 to 13 days). A

¹¹ Waterloo was not included as a comparison city because its housing market is substantially different from that of Cedar Falls. The selected comparison cities are more similar to Cedar Falls in terms of cost and demand.

community with a median turnaround time of 30 days for home listings is generally considered to have a healthy home sale market, so Cedar Falls’ market is especially tight by comparison. All but 5.5% of homes are listed only once in Cedar Falls, and homes listed once have a median of only 7 days on the market (vs. 9 or 10 days for comparison cities).

In Cedar Falls and the comparison cities, repeat listings tend to be newer and more expensive than homes listed only once. The median year built for homes listed once in Cedar Falls is 1975, compared to 2003 for repeat listings. Repeat listings in Cedar Falls have an average sale price of \$310,000 compared to \$220,900 for homes listed once. The median price for repeat listings in Cedar Falls is within the range of median prices for the comparison cities (\$268,000 to \$389,000). However, homes listed once in Cedar Falls are considerably more expensive (median \$220,900) than those in comparison cities (median \$164,850 to \$199,000).

The home sale market in Cedar Falls and comparison cities has tightened since 2019. In Cedar Falls, the median cumulative days on market for home listings declined steadily from 20 days in 2019 to 4 days in 2022 (Figure 5). Time on market declined steadily for home listings in Jesup as well, from 16.5 days in 2019 to 5.5 days in 2022. Time on market has been more variable in Denver and Hudson since 2019, but listings in both cities spend fewer days on the market than in 2019. Notably, Cedar Falls listings spent more time on the market in 2019 than those in Jesup, Denver, and Hudson, though Cedar Falls had a healthy pace of home sales overall (median 20 cumulative days on market). As of 2022, however, Cedar Falls homes sell more quickly than homes in Jesup or Denver, (median 5.5 and 8 days, respectively), and only marginally more slowly than homes in Hudson (median 3.5 days).

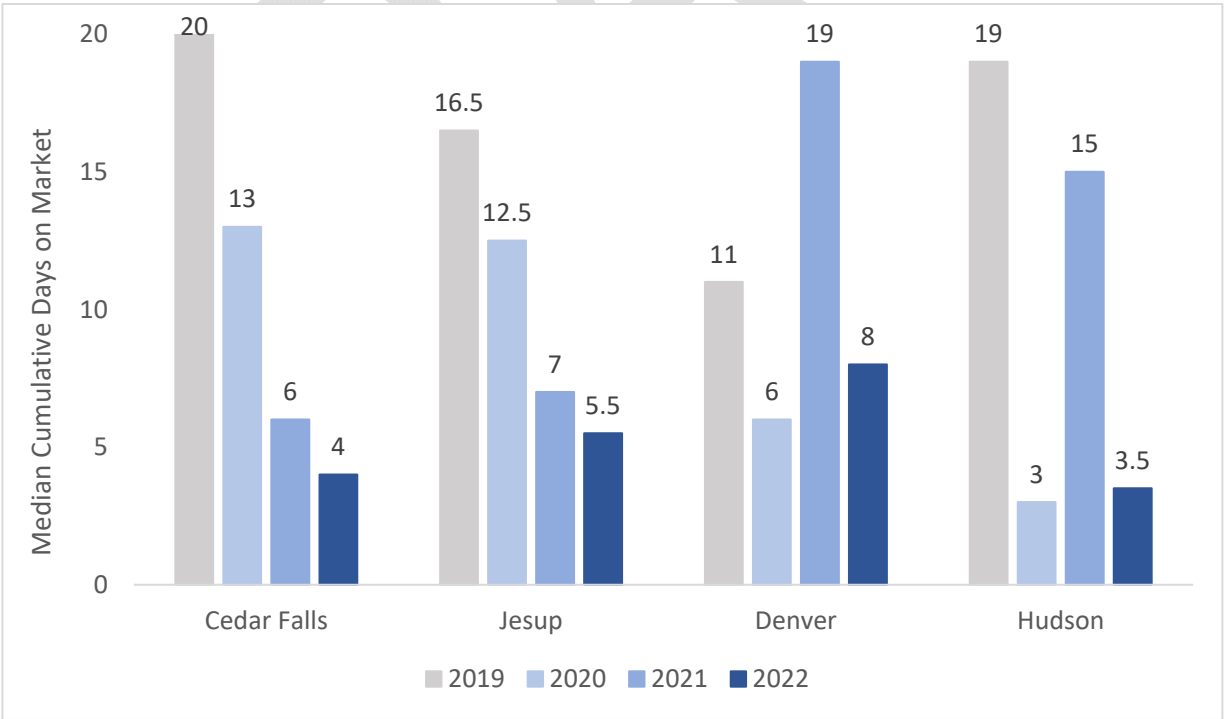


Figure 5. Median Cumulative Days on Market since 2019 for Cedar Falls and Comparison Cities.

Source: MLS data from 1/1/2019 to 9/9/2022 (single-family homes, townhomes, condominiums).

Table 10 provides more detail on sale prices and time on market for different types of housing in Cedar Falls. Single-family homes account for 2,029 closed MLS sales from 1/1/2019 through 9/9/2022, or 89% of sales. While the median single-family closing price is \$229,000, closing price is inversely related to the home's age – single-family median sale prices range from \$153,000 for homes built before 1940 to \$365,000 for homes built in 2000 or later.

Not surprisingly, homes built before 1940 have the lowest price per finished square foot (\$98), which likely explains their lower costs. Among homes built between 1940 and 1999, median prices per square foot range from \$107 to \$109. During this period, though, median finished square feet increased from 1,540 to 2,543, and this increase appears to drive increasing median sale prices. For homes built since 2000, median price per finished square foot jumped sharply to \$131, while median finished square feet increased to 2,789. Both factors explain the high prices for single-family homes built since 2000. While homes built in 2021 or later have a lower median square footage (1,950) than all homes built since 2000, their median price per square foot is higher (\$198), resulting in a median sale price of \$420,379¹².

Table 10. Characteristics of Homes Sold in Cedar Falls.

Housing Type	# of Listings *	Subset	Median Closing Price	Median Cumulative DOM	Median Finished SQFT	Median Closing Price per SQFT	Median Year Built
Single-Family	2,029 (89%)	All	\$229,000	9	2,005	\$115	1969
		Before 1940	\$153,000	13	1,624	\$98	
		1940 to 1959	\$168,000	7	1,540	\$107	
		1960 to 1979	\$196,500	6	1,828	\$109	
		1980 to 1999	\$275,000	10	2,543	\$109	
		2000 or later	\$365,000	11	2,789	\$131	
		2021 or later	\$420,379	10	1,950	\$198	
Condo	222 (10%)	All	\$206,500	6	1,544	\$125	2009
		Below median closing price		5	1,053	\$125	2004
		Above median closing price		9	2,144	\$125	2016
Town-house	35 (2%)		\$239,900	24	1,898	\$125	2015

Source: MLS data from 1/1/2019 to 9/9/2022 (single-family homes, townhomes, condominiums). *Percentages may not add to 100% due to rounding.

¹² A similar analysis by the Cedar Falls Economic Development Corporation, using MLS single-family sale data from 1/1/2021 to 12/31/2022, found a mean sale price of \$476,800. Means are typically larger than medians since they are skewed upward by the highest values in the dataset.

While the median time on market for single-family homes is 9 days, homes built before 1940 spend the longest time on market at 13 days. The reason for this is not known but may reflect greater deferred maintenance needs in older properties, which may deter some buyers. Single-family homes built between 1960 and 1979 spend the least time on the market (median 6 cumulative days) followed by those built between 1940 and 1959 (median 7 cumulative days). These are among the more moderately priced homes in Cedar Falls, with median sale prices of \$196,500 and \$168,000, respectively.

Condominiums account for 10% of MLS sales since 2019. Compared to single-family homes, their average sale price is lower (\$206,500) and they sell more quickly (median 6 cumulative days on market). Their median size of 1,544 finished square feet is comparable to single-family homes built in the 1940s and 1950s. While the median construction year for condo listings is 2009, their price per finished square foot (\$125) is lower than for single-family homes built since 2000. Condos sold below the median price spend less time on market than those sold above the median price (median 5 vs. 9 cumulative days on market) despite being smaller (median 1,053 vs. 2,144 finished sqft) and older (median construction year of 2004 vs. 2016).

Townhouses account for only 2% of home sales since 2019. With a median closing price of \$239,900 and a median size of 1,898 finished square feet, they are larger and costlier than the average condo but smaller and less costly than the average single-family home built in 1980 or later. Their median price per finished square foot is \$125, identical to that of condos. This indicates that the higher median price of townhouses is due to their larger median size compared to condos.

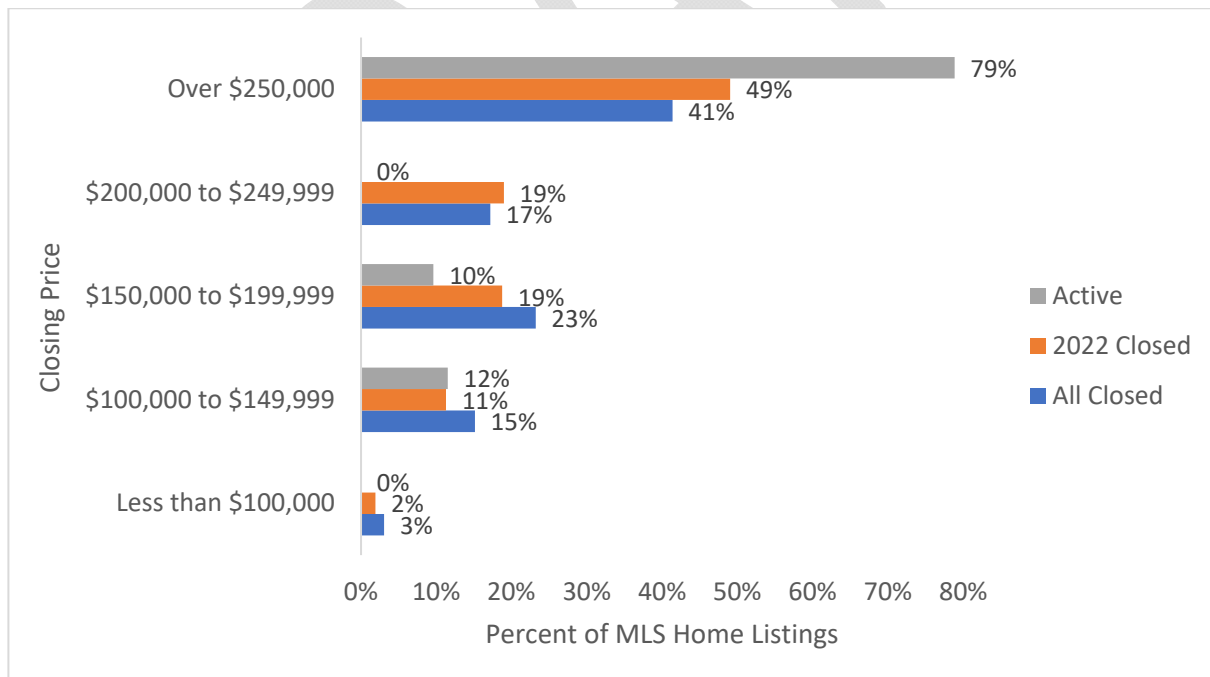


Figure 6. Home Sale Supply & Demand: Closed Sales vs. Active Listings. Source: MLS data on closed listings from 1/1/2020 to 9/9/2022 and active listings as of 10/7/2022 (52 listings).

For both single-family homes and condos, it is notable that smaller, moderately priced units sell more quickly than larger, more expensive units. This suggests that the Cedar Falls homebuyer market has pent-up demand for more “affordable” or “workforce” housing options. Figure 6 lends support to this possibility with a comparison of prices for closed and active MLS listings. Homes priced under \$200,000 account for 41% of closed listings since 2020 but only 22% of the 52 active listings as of 10/7/2022. By contrast, homes priced over \$250,000 account for 79% of active listings and only 41% of closed listings.

2. Comparison of Home Prices and Local Wages

Figure 7 illustrates the mismatch between earnings and housing prices for several essential occupations in Cedar Falls, especially in health care, education, and traditional “blue-collar” jobs in manufacturing, construction, and transportation. These occupations together account for 11.6% of all Cedar Falls jobs. Of the occupations shown, only secondary school teachers (i.e. high school teachers) have the median earnings (\$32.20/hr or \$66,982/yr) necessary to afford a median-priced home at \$225,000 (see Table 9).

Several other occupations have sufficient median earnings to purchase a home for \$153,000, the median price for a single-family home built before 1940 (see Table 9). A household needs a minimum income of \$23.53/hr (\$48,942/yr) to afford a home at this price, which is marginally higher than the average wage of \$23.43 for all Cedar Falls jobs (Table 4). Registered nurses; teachers from kindergarten through middle school; and Public Safety Officers (PSOs) at the City’s entry wage all have sufficient median wages to afford a house at \$153,000.

However, this sale price is out of reach for many other essential workers, including preschool teachers, nursing assistants, construction laborers, EMTs and paramedics, assemblers, truck drivers, and licensed practical and vocational nurses. Collectively, the occupations in Figure 7 that cannot afford a \$153,000 home account for 8.3% of all Cedar Falls jobs. As Table 4 showed, many common occupations *not* listed in Figure 7, such as janitors, childcare workers, and home health aides, also have median wages that are far too low to buy a home at this price. Moreover, the inventory of homes affordable to these workers is limited. As Figure 6 showed, only 13% of home sales in 2022 had closing prices below \$150,000. During that time, only 58 homes had sale prices below \$153,000 (data not shown).

To be sure, many households in the homebuyer market have two earners. However, not every prospective homebuyer has a spouse or domestic partner. Even among married or partnered couples, it may be difficult for both partners to sustain employment at all times. Factors such as illness, child care responsibilities, car breakdown, and job loss can easily disrupt an earner’s labor force participation. Moreover, there is a widespread social expectation that many of the jobs in Figure 7 should provide individual workers – including singles living alone and single parents – a ticket to homeownership and the middle class. Given the imbalance between wages and home prices, Cedar Falls is falling short of this expectation.

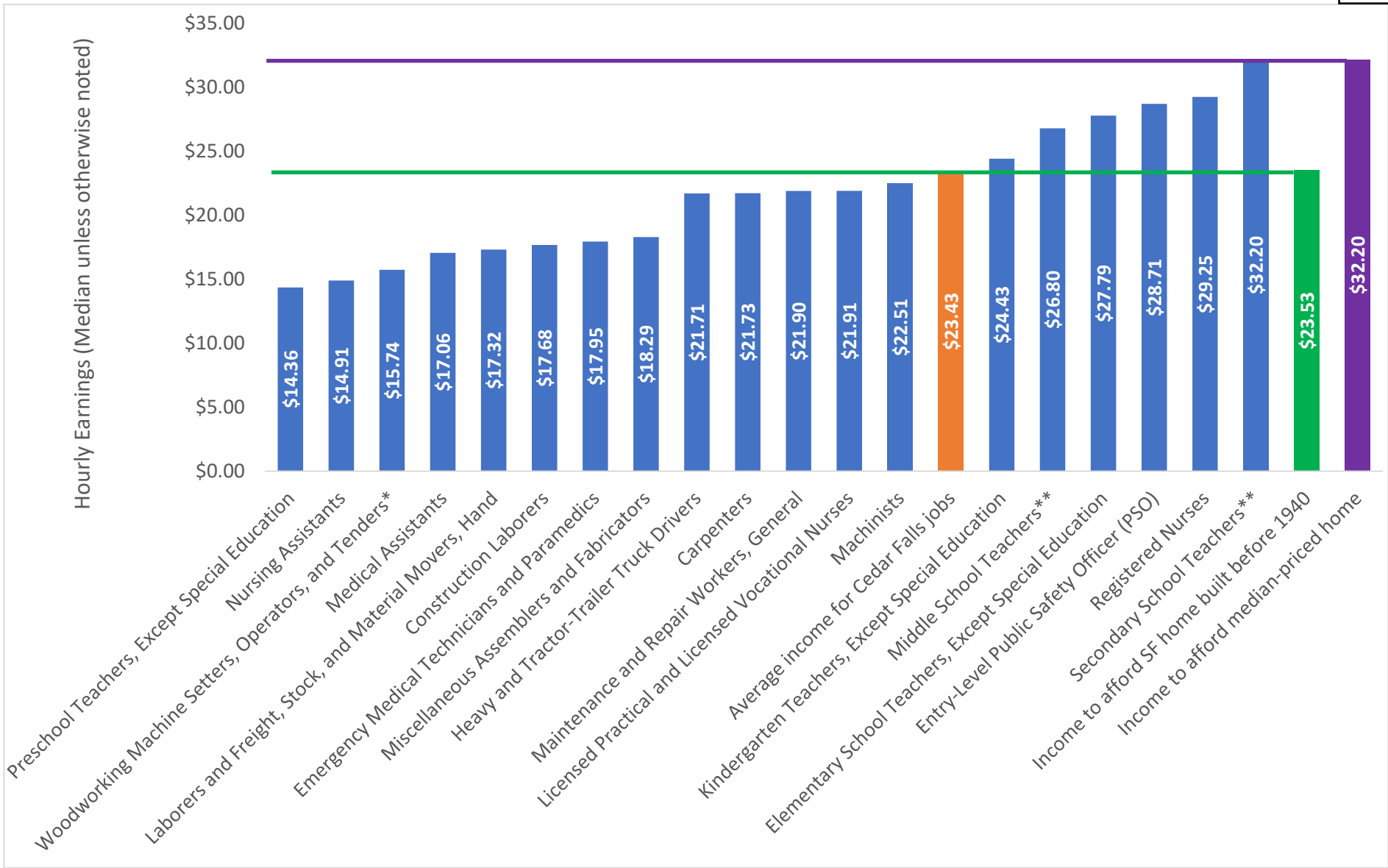


Figure 7. Comparison of Cedar Falls Home Sale Prices with Wages for Selected Occupations. Source: EMSI 2022 Q1 data for zip codes 50613 and 50614, except that City pay scale info provided for PSOs. Assumptions for income needed to afford homes: FHA or similar loan with 3.5% down payment, front-end ratio 31%, back-end ratio 41%, \$500 monthly debt, 30-y fixed rate loan at 5.5% interest, assessed value is 90% of market value, annual insurance cost is 1% of purchase price. *Except sawing. **Except special and career/technical education.

3. Summary of Home Sale Market

Several conclusions emerge from the MLS data for Cedar Falls and comparison cities:

- Cedar Falls' home sale market is costly and extremely tight, based on data from 2019 through 2022. The median home sale price is \$225,000, higher than for comparison cities in the region. Homes spend a median of 8 cumulative days on the market, which is shorter than the market turnaround times in comparison cities and the industry standard of 30 days in a healthy market.
- Cedar Falls' home sale market has become tighter since 2019, both overall and in comparison to other cities in the region. Median cumulative days on market in Cedar Falls decreased from 20 in 2019 to 4 in 2022. This may suggest that the Cedar Falls market is having difficulty meeting demand.
- A small share (5.5%) of homes sold in Cedar Falls since 2019 were listed more than once before selling. These repeat listings spend much longer on the market (median 215 cumulative days) and tend to be newer and more expensive than homes listed once. This may suggest that the market has an oversupply of higher-priced homes, and may have overbuilt such homes in recent years and decades.
- Demand in Cedar Falls appears to be strongest for certain moderately priced homes, even though they are often smaller than more expensive homes. Condos below the median sale price of \$206,500 sell the quickest at a median of 5 cumulative days on market despite having a median size of only 1,053 finished square feet. This suggests that Cedar Falls has unmet demand for relatively small, moderately priced homebuying options, including "affordable" or "workforce housing" (see Glossary). This demand may be met in part by building housing in configurations other than detached single-family homes, including condominiums, and townhomes.
- The few townhouses on the market in Cedar Falls tend to be relatively expensive (median \$239,000) and spend longer on the market than other housing types (median cumulative 24) days on market. However, the relatively high price of townhouses appears to be driven by their large size compared to condos and older single-family homes. Moreover, a 24-day turnaround time is still considered healthy demand by industry standards. Since townhouses have the same median price per square foot as condos, they may sell more quickly if they were offered in smaller sizes at lower price points.
- About 2 in 5 closed home sales since 2019 were under \$200,000, but about 4 in 5 active listings are over \$250,000, suggesting a mismatch between what homebuyers are demanding in Cedar Falls and what the market is offering. The Cedar Falls home sale market appears to offer a surplus of high-end homes while having a shortage of moderately priced homes for sale.
- For many essential blue-collar, pink-collar, and white-collar workers in Cedar Falls, median home sale prices are out of reach. Even moderately priced homes, such as single-family homes built before 1940 (median price \$153,000), are often unaffordable for workers such as nursing assistants, truck drivers, maintenance and repair workers, and licensed practical/vocational nurses.
- The inventory of moderately priced homes for sale is limited. From 1/1/2022 through 9/9/2022, only 58 homes sold below \$153,000.

C. Rental Housing

1. Overview

As Section IV.A. (Housing Overview) showed, Cedar Falls’ median gross rent is \$944, higher than the statewide median gross rent of \$806 (Table 8a). Median gross rent increased more rapidly in Cedar Falls from 2010 to 2020 than in Iowa as a whole. This section provides more detail on the rental market in Cedar Falls.

Figure 8 shows the distribution of occupied Cedar Falls rental units by gross rent. Overall, Cedar Falls has more rental units in higher price categories than at lower prices. Of the estimated 5,400 occupied rental units in Cedar Falls, 1,330 have gross rents of \$1,250 or more, while another 1,121 have gross rents from \$1,000 to \$1,249. Only 20% of occupied rental units have gross rents under \$700.



Figure 8. Distribution of Cedar Falls Rental Units by Gross Rent. Source: 2020 5-year ACS.

Rental units with more bedrooms tend to have higher rents, though rents vary widely among unit sizes (Figure 9). One- and two-bedroom units account for most occupied rentals with gross rents from \$500 to \$999, with most 1-bedroom units having gross rents below \$1,000. Small, lower-cost rental units are a vital resource for many single adults living on low or fixed incomes, including many seniors and people with disabilities. However, 1-bedroom units and efficiencies (0-bedroom units) account for only 27% of occupied rentals in Cedar Falls, and units with gross rents of \$1,000 or more account for 47% of 2-bedroom units. Units with 3 or more bedrooms are the most common occupied rental units in Cedar Falls, and 72% have gross rents of \$1,000 or more.

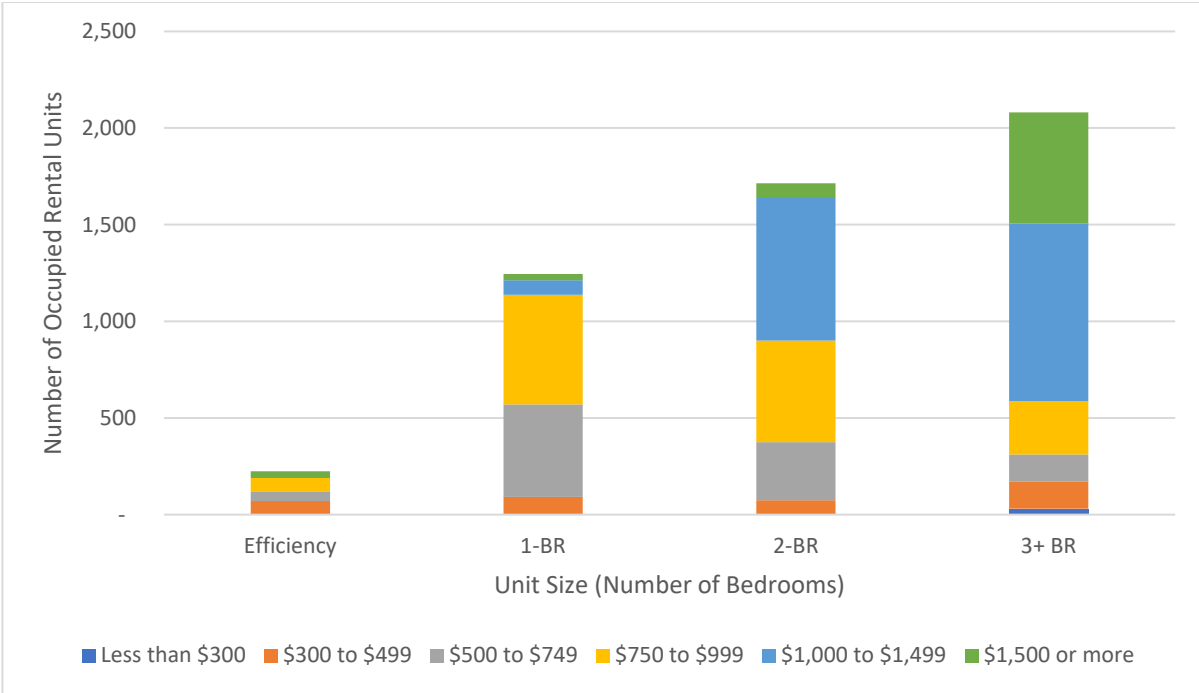


Figure 9. Distribution of Cedar Falls Rental Units by Gross Rent and Number of Bedrooms. Source: 2020 5-year ACS.

To obtain more current data on rental units in Cedar Falls, an online survey of landlords and property managers was conducted in September 2022. Additional survey responses were obtained by telephone in October 2022. Four individuals responded representing a total of 548 units, or about 10% of the City’s rental stock. Not every participant responded to each question, and one property manager representing 424 units did not provide information on rents by number of bedrooms. Nonetheless, the data from local landlords and property managers provides a useful point of comparison to American Community Survey data.

According to the survey results, average rents range from \$650 for efficiencies to \$1,633 for units with 4 or more bedrooms (Table 11). For units with two bedrooms or fewer, rents reported by survey respondents tend to be lower than rents estimated by the ACS as well as the Fair Market Rents (FMRs) provided for Black Hawk County by the U.S. Department of Housing and Urban Development. (HUD)¹³. For rentals with three or more bedrooms, survey results indicated higher rents than the ACS estimates.

Since survey data on rents was available for only 124 units, it is not known how representative the rent estimates from the survey are. For the most part, however, average rents reported in the survey are no more than 12% different from rents provided by the ACS or HUD. This suggests that rents from any of the three data sources in Table 11 can reasonably be used.

¹³ In Black Hawk County and most other communities, HUD Fair Market Rents are set at the 40th percentile rent for recently rented units, adjusted for bedroom size. To derive Fair Market Rents, HUD uses a combination of American Community Survey (ACS) estimates (including rent estimates for recently rented units), private data if available for the community, and inflation adjustment factors.

The vacancy rate for surveyed rental units is 4.8%, comparable to the ACS estimate of 4.4% and indicating a healthy to slightly tight rental market. A vacancy rate of 5% is generally considered healthy for a local rental market. The survey also provides a weighted average turnaround time of 28.6 days for vacant rental units on the market. 30 days is generally considered a healthy turnaround time for vacant-for-rent units.

Table 11. Cedar Falls Landlord and Property Manager Survey Results.

Variable		Landlord Survey Result*	Median Gross Rent (2020 5y ACS)	FY 2022 HUD Fair Market Rent (FMR)
Average Rent	0 BR (efficiency)	\$650	\$694	\$629
	1 Bedroom	\$700	\$780	\$740
	2 Bedrooms	\$800	\$973	\$934
	3 Bedrooms	\$1,200	\$1,067	\$1,241
	4+ Bedrooms	\$1,633	\$1,453	\$1,591
Vacant-for-Rent Units		26 (4.8%)	4.4%	
Weighted average days on market for vacant-for-rent units		28.6		

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by the University of Northern Iowa (UNI) Institute for Decision Making (IDM), supplemented by CFEDC telephone interviews; 2020 5-year ACS; U.S. Department of Housing and Urban Development (HUD). *Estimates are based on data from 3 respondents representing a total of 124 units.

2. Comparison of Rents and Local Wages

Figure 10 compares wages for certain occupations in Cedar Falls to rents. The occupations in Figure 10 account for 29% of all jobs in Cedar Falls, and many are listed among the City's 25 most common occupations in Table 4. They include essential workers in industrial production, health care, education, food service, and office settings, among others. Only two occupation types in Figure 10 – secretaries and administrative assistants, and miscellaneous assemblers and fabricators – have median wages above the \$18.15/hr (\$37,760/yr) threshold needed to afford the City's median gross rent of \$944. Occupations with median wages that fall short of this threshold include general office clerks; janitors; medical assistants; and laborers and freight, stock, and material movers, among others.

About 1 in 4 rental units in Cedar Falls have a gross rent under \$750 (data not shown). An individual or household needs an income of \$14.42/hr (\$30,000/yr) to afford a gross rent of \$750. Several common occupations in Figure 10, accounting for 15% of jobs in Cedar Falls, fall short of this wage. Some of these occupations include childcare workers, maids, teaching assistants, institutional and cafeteria cooks, and security guards.

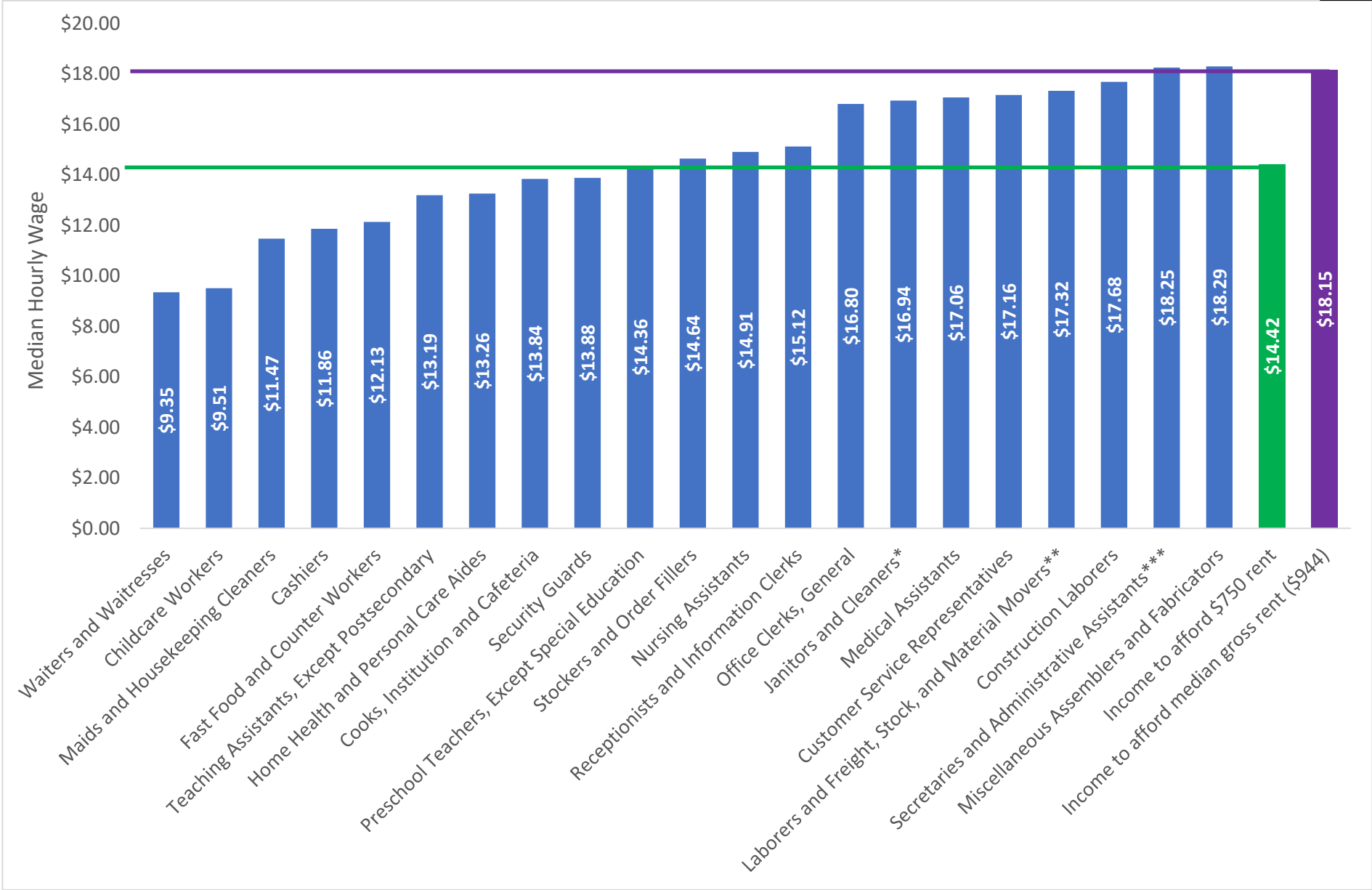


Figure 10. Comparison of Cedar Falls Rents with Wages for Selected Occupations. Source: EMSI 2022 Q1 data for zip codes 50613 and 50614, 2020 ACS 5-year estimates. *Except maids and housekeepers. **By hand. ***Except legal, medical, and executive.

Renters may be more likely to have roommates than homebuyers, allowing them to share housing costs. However, roommate arrangements do not always work well, and renters are vulnerable to financial crisis if they or their roommate experience an income disruption due to as job loss, illness, child care emergencies, or similar factors. Moreover, some renters are LMI single parents looking for 2- or 3-bedroom units. As noted earlier in this section, some renters are out of the workforce due to age or disability, and their incomes may be even lower than those shown in Figure 10.

3. Rental Subsidies for Low- and Moderate-Income Renters

Editor's Note: After this section was completed, the preparers learned that the affordability restrictions for Village I @ Nine23 (a Low Income Housing Tax Credit development) expired on 12/31/2021 and were not extended through any source of refinancing. Additionally, Park @ Nine23 will no longer renew its Project-Based Section 8 rental subsidy contract with the U.S. Department of Housing and Urban Development (HUD) after 12/31/2023.

Information from the Villages @ Nine23 management and the Cedar Falls Housing Authority indicates that rents for Village I have not changed substantially since affordability restrictions expired, although the management could raise rents at any time. Once the project-based vouchers expire for Park @ Nine23, Housing Choice Vouchers (HCVs; also known as "Section 8" or tenant-based vouchers) will be issued to tenants who remain in their units.

Some attrition of HCVs may occur if some tenants leave the complex in 2023 or are otherwise ineligible to receive HCVs. The Cedar Falls Housing Authority can expect to experience further effective attrition of HCVs available in the City for two reasons: 1) As tenants at Park @ Nine23 leave the HCV program, their vouchers will revert back to the Housing Authority, but many new HCV recipients are unable to find eligible units with willing landlords by the federally imposed deadline; and 2) Some Park @ Nine23 tenants may leave Cedar Falls altogether, "porting" their HCVs with them to other Public Housing Authorities.

The timeline for completion and release of this document did not allow data on subsidized units to be modified to reflect the changes discussed above. As a result, this section, and other sections that rely on data from this section, provide conservative overestimates of subsidized rental housing. Bear in mind that the actual supply of subsidized housing for LMI renters is lower than the numbers in this section indicate, and will decline further in the coming years. In other words, the true need for subsidized rental housing exceeds the estimates provided in this document.

While most rentals in Cedar Falls have prices dictated by the market, Cedar Falls has 360 rental units in five privately owned developments that were built with and/or currently receive public subsidies to make rents affordable to LMI households. Table 12 summarizes data from a survey conducted of subsidized rental developments. The subsidy sources for these developments fall into two categories:

Low Income Housing Tax Credit (LIHTC)

The Low Income Housing Tax Credit is authorized by Section 42 of the Internal Revenue Code, and provides tax credits to investors in affordable private developments in return for equity for

affordable rental construction or rehabilitation¹⁴. It is the largest funding source for new affordable housing nationwide. A minimum percentage of units (typically 20% to 40%) must be affordable to households at 50% to 60% AMI. In practice, many LIHTC developments are 100% affordable to LMI households, with the majority of tenants at or below 60% AMI.

LIHTC rent limits are set annually by the federal government, and are designed to be affordable for a household at the maximum income level for each unit. For example, for a 2-bedroom unit expected to be occupied by a 2-person household at 60% AMI, the maximum rent is set at 30% of income for a 2-person household at *exactly* 60% AMI¹⁵. This means that tenants below the maximum income limit for a unit will pay more than 30% of income for rent. Because LIHTC does not bring rent down to 30% of income for every tenant household, it is considered a “shallow subsidy.”

Project-Based Section 8 (PBS8)

Project-Based Section 8 developments are typically privately owned but receive subsidies from HUD to bring rents down to 30% of income for every tenant. This type of subsidy is referred to as a “deep subsidy.” Unlike the more well-known tenant-based Section 8 vouchers (Housing Choice Vouchers or HCVs), PBS8 subsidies are tied to a rental unit, rather than being used by a renter to select a unit on the open market. All tenants must be LMI, and at least 40% of new tenants admitted to the developments must be extremely low-income (ELI; up to 30% AMI). HUD provides PBS 8 subsidies through Housing Assistance Payment (HAP) contracts with terms ranging from 1 to 20 years, which may be renewed repeatedly.

As Table 12 shows, Cedar Falls has 170 units in LIHTC developments and 190 units in PBS8 developments. Of the 360 total units, 122 are in developments restricted to senior households (age 62+) or, in some cases, younger households with disabilities. The two LIHTC developments also accept tenants with Housing Choice Vouchers. LIHTC rents in Cedar Falls range from \$575 to \$750 for 1-bedroom units, and from \$705 to \$850 for 2-bedroom units. Unless they have HCVs, tenants with incomes well below 50% AMI would be unable to afford these units. Unfortunately, as Section IV.E. on Housing Cost Burden will show, the lowest-income renters are those with the greatest need.

¹⁴ Each state receives an annual allocation of “9%” federal Low Income Housing Tax Credits in proportion to its population. These credits are worth (in theory) about 9% of qualified development costs every year over 10 years, and are highly competitive. States may award an unlimited amount of “4%” tax credits in combination with tax-exempt bonds. LIHTC developments are financially complex, typically requiring multiple subsidies from additional federal, state, and local sources to be financially feasible.

¹⁵ More specifically, the federal government releases maximum amounts for a combination of rent and utilities. The rent paid to the property owner, plus utilities paid by the tenant, in combination must be no higher than 30% of income for a household at the maximum income level for the unit.

Table 12. Survey of Subsidized Rental Developments in Cedar Falls.

Rental Development		Thunder Ridge Senior Apartments	Park @ Nine23	Villages I & II @ Nine23	Cedar Square Family Housing	Horizon Towers
Subsidy Source		LIHTC	PBS8	LIHTC	PBS8	PBS8
Total Units		42	80	128	70	40
Accept Housing Choice Vouchers?		Yes	N/A	Yes	N/A	N/A
Number of Units and Rent by Bedrooms	1 Bedroom	36	80	64	No Data	
		\$750	Rent + utilities are 30% of tenant income	\$575 to \$696		
	2 Bedrooms	6	0	64		
		\$850		\$705 to \$850		
Other Restrictions		62 or older	62 or older	None	None	None
Vacant for Rent		0	0	0	No Data	
Waitlist		Yes – Open	Yes – Open	No		
Days on Market when units come vacant		0	3	3		
Bldg Wheelchair Accessible?		Yes	Yes	Yes		
Accessible Units?		6 fully accessible, all others have wide doorways, grab bars, lever knobs, low counters	Wide doorways, grab bars, lever knobs, wheel-in-showers	1st floor sinks convert to wheelchair accessible. Grab bars installed as needed/requested.		
Age Waivers for Non-Seniors?		Yes, for households with disabilities	Yes, for people with disabilities if no seniors are waiting for apartment	Yes, for households 50 or older with SSDI		
Affordability Expiration Date		Est. 2042	December 2023	2021 to 2024	Unknown; depends on whether owner renews PBS8 contracts with HUD.	

Source: Survey of Property Managers, National Historic Preservation Database, National Low Income Housing Coalition 2022 Advocates' Guide, Iowa Finance Authority.

Among the three developments for which survey results were received, no units were reported vacant for rent. Two developments have open waitlists, but the number of people on the waitlists were not specified. Demand for these units appears to be high, though, since the units typically spend no more than 3 days on the market when they become vacant. Managers reported that a majority of units are not fully accessible to people with disabilities, although most have accessibility features such as wide doorways and grab bars.

In addition to subsidized rental developments, the City of Cedar Falls staffs the Cedar Falls Housing Authority (a Public Housing Authority or PHA), which receives HUD funding for about 220 Housing Choice Vouchers (commonly known as Section 8 vouchers). Currently, about 184 vouchers are leased up. As noted above, Housing Choice Voucher (HCV) recipients use vouchers to select privately owned rental units, and the voucher generally subsidizes the rent down to 30% of the tenant's income. The PHA pays the subsidy directly to the landlord¹⁶. All HCV recipients must be LMI, and at least 70% must be ELI. Nationwide, HCVs are the largest source of affordable rental subsidies overall. (LIHTC is the largest funding source for new rentals with *project-based* subsidies.)

The Cedar Falls PHA has about 670 households on the waitlist for HCVs. While the waitlist is currently open, the PHA periodically closes it so that households already on the waitlist may be served as vouchers come available. These periodic closures also allow the PHA to update information on waitlist households as needed. PHAs are permitted to establish certain preferences for HCV recipients, and the Cedar Falls PHA gives preference first to elderly and disabled households within or outside Cedar Falls, as well as current Cedar Falls households with dependents. Table 13 summarizes the waitlist by preference group and current household residence. Of the 178 waitlisted households that currently live in Cedar Falls, 124 are in the Preference 1 group. The wait for a voucher may be up to 2 years for households in the first preference group, and much longer for households in the third preference group (those without dependents or an elderly or disabled head).

Once a tenant household receives a voucher, they have 120 days to find a landlord willing to lease a unit to them before the voucher expires (after which it reverts back to the PHA to be issued to the next household on the waitlist). The Cedar Falls Housing Authority will provide vouchers for units with rents up to a "payment standard" of 110% of Fair Market Rent, adjusted for bedroom size¹⁷ (see Table 11 for HUD's FMRs for FY 2022). The unit must also pass a housing quality inspection.

¹⁶ A Housing Authority may allow a tenant to choose a unit that exceeds the payment standard, provided they pay no more than 40% of income for rent in the first year. A household may use this option, for example, if they wish to rent a unit with more bedrooms than would otherwise be approved for their family size. After the first year, the household may choose to pay more than 40% of their income for rent.

¹⁷ Public Housing Authorities may establish payment standards between 90% and 110% of FMR. A PHA may opt to establish an "exception payment standard" up to 120% (or higher than 120% with HUD permission) for people with disabilities, as a reasonable accommodation to help them find suitable units. In some markets where HCV recipients have particular difficulty finding eligible units outside high-poverty areas, a PHA may obtain permission from HUD to offer payment standards up to or exceeding 120%.

Table 13. Cedar Falls Housing Choice Voucher Waitlist.

Preference Group	Place of Residence for Waitlisted Households				
	Cedar Falls	Neighboring Communities (Waterloo, Evansdale, Hudson, Waverly, etc.)	IA Residents Outside Region	Outside Iowa	Total Households
1 - Head of household is elderly or disabled, OR household has dependents and currently lives in Cedar Falls.	124	44	19	31	218
2 - Household has dependents but does not live in Cedar Falls. Head of household is NOT elderly or disabled.	0	131	29	127	287
3- Household has no dependents. Head of household is not elderly or disabled.	54	50	19	46	169
Total Households	178	225	67	204	674

Source: Cedar Falls Public Housing Authority, 3/3/2023.

Landlords in most places across the nation are not required to accept HCVs, although some state and local governments have amended their Fair Housing ordinances to prohibit landlords from discriminating against a tenant's "source of income," including HCVs. An Iowa law passed in 2021 preempts cities from adding protections for HCV holders to their local Fair Housing ordinances. As a result, in Cedar Falls and many other markets across the nation, many HCV holders are unable to find an eligible rental unit with a willing landlord by the 120-day deadline. The success rate for voucher recipients in Cedar Falls varies over time but was recently as low as 64%, despite efforts by the Cedar Falls Housing Authority to encourage more landlords to participate.

After an HCV recipient has lived in Cedar Falls for at least one year, the voucher becomes "portable" to another community. In that case, the HUD funds associated with the voucher would "port out" or transfer to the PHA serving that community, and would be lost to the Cedar Falls Housing Authority. In other cases, a household with a voucher from another PHA may "port" it to Cedar Falls.

In addition to the difficulty in finding landlords willing to participate in the HCV program, long HCV waitlists are a problem in many communities nationwide. Many larger communities have closed their waitlists indefinitely, forcing residents who need housing assistance to apply for vouchers in smaller communities with open waitlists. HCV funds for local communities are ultimately determined not by PHAs but by federal appropriations, which provide only limited funds for new vouchers on an annual basis. Many new vouchers authorized by Congress are intended for limited purposes, such as replacing demolished affordable units, or serving specific populations such as youth or homeless veterans.

D. Senior Housing

1. Overview of Cedar Falls Senior Housing and Needs

This section describes housing options in Cedar Falls that are designed to meet seniors' needs and preferences for smaller units, less maintenance, and increasing levels of care. Subsidized rental housing for seniors and people with disabilities was previously discussed in Section IV.C.3. In the discussion below, "senior housing" refers to two general categories:

Active/Independent Living: These housing units are legally restricted to residents over a certain age (often 55) and offer a low-maintenance option for seniors wishing to downsize. Active living developments typically include maintenance activities such as lawn care and snow removal. Independent living developments typically offer amenities such as structured social activities, some meals, and assistance with light housekeeping. Active living units often take the form of townhomes and condominiums, while independent living units are typically apartments.

Long-Term Care (Assisted Living and Nursing) Facilities: Assisted living and nursing facilities are licensed by the State of Iowa offer a higher level of care than independent or active living developments. Both facility types have 24-hour nursing staff on site, offer medication management, and typically include meals in monthly fees. Assisted living facilities are commonly designed for people who can continue to care for themselves with some assistance, while nursing facilities offer more intensive support to frail residents with significant self-care limitations. These facilities are classified as "Group Quarters" by the U.S. Census bureau and are not included in housing unit counts. As a result, their residents are not considered households in Census counts and surveys.

Some of the housing options described above are part of retirement communities that offer a spectrum of housing and care options for members as they age. Members may need to "buy in" to the community, securing them the ability to move from a more independent unit to facilities that offer higher levels of care as their need for support increases. Active and independent units can be difficult to classify as owner or rental units in Census Bureau counts and surveys, since they may have characteristics of both tenure types. For example, a household in an independent living apartment may pay monthly rent, but may have also paid a buy-in fee to the larger retirement community. The Census Bureau ultimately categorizes these units based on their occupants' self-reporting of tenure.

Table 14 shows the results of a survey conducted of active and independent living providers in Cedar Falls. The City has an estimated 880 such units, with monthly rent ranging from \$800 to \$5,450. Two senior rental developments have relatively low entrance fees – \$2,000 or one month's rent. The other developments have larger entrance fees ranging from \$10,000 to \$400,000. An estimated 96 units, or 10.9 percent, were vacant when the survey was conducted. It is typical for such developments to have a higher vacancy rate than owner-occupied or rental units without age restrictions, since the units experience frequent turnover as residents pass away or move to a higher level of care. Respondents reported a combined total of about 286 households on waitlists, showing brisk demand among seniors for these housing options.

Table 15 shows survey results for long-term care facilities in Cedar Falls, including Assisted Living Facilities (ALFs) and nursing/skilled nursing facilities (NF/SNFs). The City has an estimated 627 long-term care units, though not all facilities submitted responses. Monthly costs for reported units range from \$2,413 to

\$12,120, with amounts varying by unit size, amenity levels, and intensity of supportive services. While each ALF and NF/SNF has a maximum bed capacity approved by the state, units typically range in size from studio apartments to 2-bedroom apartments. Long-term care units often have 2 beds each, and in practice are seldom occupied by two unrelated individuals. As a result, a unit with a single occupant is typically considered to be fully occupied. Table 15 assumes that each unit is available to one household. Notably, the lowest monthly cost of \$2,413 is for a two-person household, while the minimum identified cost for a one-person household is \$3,400.

Residents of active/independent living and long-term care facilities typically use a combination of private resources to pay buy-in fees and monthly costs, including proceeds from selling their previous homes, Social Security and retirement accounts, other assets, and long-term care insurance. No active/independent living units accept Housing Choice Vouchers, and most of the units exceed the maximum rents for eligible units under the City's HCV program even if they did accept vouchers.

For low-income senior households with limited assets to pay buy-in fees, affordable options are limited among active/independent developments and long-term care facilities. The active/independent units at CedarStone Senior Living and Holiday Mallard Point have relatively low or no buy-in fees, and may be affordable to senior households at or above 50% AMI, assuming that they could spend most or all of their monthly income on rent or fees (Table 16). However, these developments account for only about 168 units, or 1 in 5 active/independent units. For low-income seniors with more assets, the 560 Western Home Communities units may be affordable, as they offer a \$10,000 buy-in fee and monthly rents ranging from \$800 to \$1,500.

To afford a long-term care unit at the lowest costs listed in Table 15, a senior must exceed 60% AMI (\$2,905/month) if occupying a room alone for monthly fee of \$3,400. A senior at or above 50% AMI (\$2,421/month) could potentially afford a shared room (possibly with a stranger) at the lowest cost for rooms with 2 occupants (\$2,413 monthly). These relatively low-cost units are included in NewAldaya's portfolio of 177 long-term care units, but other units in this portfolio have monthly costs as high as \$10,200. Even for these lower-cost units, many LMI seniors would be required to spend most or all of their income on long-term care, with other needs met through family support or in-kind sources.

The exact number of long-term care units eligible for Medicaid was unclear from the survey results, but at least 393 of the 627 long-term care units identified (nearly 2 in 3) do not accept Medicaid. Restrictions apply to the NewAldaya units that do accept Medicaid – 20 units are specifically for dementia patients, and the rest (fewer than 42 units) are reserved for existing members of the NewAldaya retirement community. The survey identified only 76 Medicaid units with no such restrictions.

Table 16 also shows the scale of potential need for housing affordable to LMI seniors. Cedar Falls has 1,950 LMI, elderly-headed households, of which 760 (nearly 2 in 5) are cost burdened (see Glossary). 1,075 of the 1,950 LMI senior households have incomes up to 50% AMI ("low-income;" see Glossary), and 525 low-income senior households (nearly half) are cost burdened. In practice, a limited number of retirement and long-term care units in Cedar Falls are both affordable and available to LMI seniors, as discussed in the next subsection on stakeholder feedback.

Table 14. Survey Results for Active and Independent Senior Living in Cedar Falls.

Development or Provider	Units	Buy-In or Entrance Fee	Monthly Rent and/or Fees	Vacant Units/%		Applicants on Waitlist?
Village Cooperative of Cedar Falls	50	\$60,000 to \$110,000	\$800 to \$1,500	0	0%	23
Western Home Communities (multiple developments)	560	\$10,000	\$800 to \$1,500	29	5.2%	138
NewAldaya Lifescapes (multiple developments)	102	\$75,000 to \$400,000	\$1,070 to \$1,715	23	22.5%	125
Holiday Mallard Point	124	One month rent	\$1,809 to \$3,139	12	9.7%	0
CedarStone Senior Living*	44	\$2,000 entry fee	\$3,200 to \$5,450	32	72.7%	No
Summary of Data Obtained	Total 880	\$1,809 to \$400,000 where applicable	\$800 to \$5,450	Total 96	Avg. 10.9%	Total 286

Source: Cedar Falls Active/Independent Senior Living Survey, November 2022 to April 2023; Iowa Department of Inspections and Appeals. *The 88-unit facility is a certified ALF but some residents rent units as "carefree" units without ALF services. Assumed half of units at this facility are "carefree." Second-occupant fee is \$650/month.

Table 15. Survey Results for Long-Term Care Facilities in Cedar Falls.

Facility or Provider	Buy-In or Entrance Fee	Units	Monthly Cost per Bed	Vacant Units	Waitlist	Accept Medicaid?
Western Home Communities (multiple facilities)	\$500	186	\$12,120	0	30	No
NewAldaya Lifescapes (multiple facilities)	42 units require refundable \$2,000 security deposit	177	\$2,413 to \$10,200*	10	Yes - #s not specified	< 62 units w/restrictions**
CedarStone Senior Living (2 facilities)***	\$2,000 entry fee	76	\$3,570 to \$6,925	60	No	No
Oak Park Estates Assisted Living and Memory Care	None	16	\$9,500	0	2	No
Bickford Cottage Cedar Falls	No data	37****	No data	No data	No data	No data
Cedar Falls Health Care Center	No data	41****	No data	No data	No data	No data
Pinnacle Specialty Care	None	76	\$10,000 to \$10,370	1	No	Yes – all 76
Summary of Data Obtained	Insufficient Data	627	\$2,413 to \$12,120	≥ 71	≥ 32	138±

Source: Cedar Falls Assisted Living/Nursing Facility Survey, November 2022 to April 2023; Iowa Department of Inspections and Appeals. *Lowest monthly cost is per person for a 1-BR unit shared by 2 people. Lowest cost for 1 person living alone is \$3,400. 135 units cost over \$10,000 monthly. **Includes 1) 20 memory care units for people with dementia, and 2) an unspecified number of Elderly Waiver units in a 42-unit ALF (reserved for NewAldaya members transferring from other units). ***An 88-unit facility is a certified ALF but some residents rent units as "carefree" units without ALF services. Assumed half of units at this facility are currently used as ALF units. ****Bed capacity from state data, assumed 2 beds per unit.

Table 16. Income Ranges and Cost Burden among Elderly-Headed Households with Low and Moderate Incomes.

Household Size		≤ 80% AMI Annual/Monthly		≤ 60% AMI Annual/Monthly		≤ 50% AMI Annual/Monthly		≤ 30% AMI Annual/Monthly	
1 (Maximum Income)		\$46,450	\$3,871	\$34,860	\$2,905	\$29,050	\$2,421	\$17,400	\$1,450
2 (Maximum Income)		\$53,050	\$4,421	\$39,840	\$3,320	\$33,200	\$2,767	\$19,900	\$1,658
Elderly-headed* households from 0% AMI to this threshold	All	1,950		No data		1,075		345	
	Cost Burdened	760				525		235	
	#/%	39%				49%		68%	

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) 2015-2019. *Householder age 62 or older. For each income bracket shown, numbers shown are inclusive of all households with incomes up to the maximum stated. I.e. data for households ≤ 80% AMI is inclusive of data for households ≤ 50% AMI.



2. Feedback from Senior Housing Focus Group

The Institute for Decision Making conducted a focus group for community members with personal and professional interests in senior housing, with four (4) stakeholders attending. Their feedback is summarized below.

Challenges Faced by Seniors in Cedar Falls

Participants identified a shortage of affordable, available, high-quality, and physically accessible housing for seniors, whether “regular” units or retirement housing. Subsidized rental housing for low- and moderate-income seniors is limited, as discussed in Section IV.C.3. Social Security payments have not kept pace with inflation, and senior homeowners on fixed incomes often struggle with the costs of routine home and property maintenance, such as roof replacement and snow removal. Many homes owned by LMI seniors were built years or decades ago for families with children and are larger than necessary to meet the owner’s needs – leading to excessive costs for maintenance, property taxes, and insurance. Moreover, these homes often lack physical accessibility features such as bathrooms with low-threshold showers on the main floor, or doorways wide enough to accommodate wheelchairs. Such modifications can help seniors remain in their homes for longer before entering long-term care, but the cost is often out of reach for LMI seniors. Organizations such as the Northeast Iowa Area Agency on Aging have some funds to assist owners with home maintenance and modification costs. In some cases, this assistance is available for renters with the landlord’s consent. However, funding for the programs is insufficient to meet the needs of all seniors in Cedar Falls and the region who would qualify.

Seniors face challenges not only in their own homes, but also in their surrounding neighborhoods. Some neighborhoods have incomplete sidewalk networks, limiting the mobility of seniors with or without wheelchairs who lack cars¹⁸. Additionally, some of the neighborhood retail, medical, and other services on which seniors historically relied have relocated to the growing Viking Plaza and Prairie Parkway areas, and many seniors find that paratransit service is inconvenient and difficult to schedule. Many seniors also suffer from loneliness and isolation, and the City of Cedar Falls does not support neighborhood associations to the extent that Waterloo does.

Options are also limited for LMI seniors needing assisted living or nursing care, as the previous subsection showed. Participants noted that the growing retirement communities in Cedar Falls, particularly Western Home Communities and NewAldaya Lifescapes, charge rates beyond what these seniors can afford and often have waitlists in any case. Moreover, retirement housing in Cedar Falls meets demand throughout the region, especially as more rural retirement facilities close. Some lower-cost assisted living and nursing facilities are available in the Cedar Valley, but the quality of care may be lower, requiring constant vigilance from family members to advocate for their loved ones in these facilities.

Skilled nursing beds are available in the community for seniors who need them, but the transition to nursing care can be financially devastating for LMI seniors. For those who will rely on Medicaid to pay long-term care expenses, the asset limit is \$2,000 to \$10,000, depending on the household’s income and medical needs. To become eligible for Medicaid, many seniors must “spend down” their existing assets. Some assets, such as personal effects and vehicles used regularly, are exempt from the limits. Other assets

¹⁸ The City of Cedar Falls uses part of its Community Development Block Grant (CDBG) allocation from HUD to fund sidewalk infill; see Section VI.B.1.

can be exempted by creating a “Miller Trust,” but the process to create one is complex and requires an attorney, posing a barrier for many seniors.

Because of Medicaid’s “spend-down” requirements, one participant described a senior’s decision to enter skilled nursing as “financially irreversible,” and the group agreed that it is often less costly to help seniors stay in their homes as long as possible. Moreover, the number of Medicaid-eligible skilled nursing beds may decline in the future as some nursing homes close or decertify beds. For example, Bartels Lutheran Retirement in Waverly has decertified some beds due to staff shortages. While Bartels does not explicitly cap the number of residents who pay for care with Medicare and Medicaid, low reimbursement rates mean that Bartels has a “functional limit” to the number of Medicare/Medicaid residents it can serve.

Suggestions to Address Senior Housing Challenges

Participants made multiple suggestions that are already familiar in the disciplines of urban planning and housing policy, since best practices in these fields often disproportionately benefit seniors. Suggestions included:

- Incorporate requirements into the City’s Zoning Code to require accessibility features in new housing units, and condition any future City incentives to developers and builders on inclusion of accessibility features.
- Incentivize the development of smaller units for seniors seeking to downsize, especially on infill lots in proximity to existing neighborhood amenities. Tax Increment Financing (TIF) might be a source of incentives (see Section VI.D.1.).
- Undertake “adaptive reuse” of buildings that have been or might soon be sold or abandoned, such as the Satori Hospital. Such buildings could be converted to senior rental or long-term care units.
- Promote mixed-use zoning in new developments to ensure that services and amenities are in close proximity to housing.
- Provide City support for in-home services such as personal care and assistance with light housekeeping, as well as community building and outreach activities.

E. Housing Cost Burden in Cedar Falls

1. Comparing Cost Burdens in Cedar Falls and Iowa

This section delves deeper into the affordability of Cedar Falls’ housing stock for different household types at different income brackets. Comprehensive Housing Affordability Strategy (CHAS) data from the U.S. Department of Housing and Urban Development (HUD) provides data on housing cost burden for households at different income brackets expressed as a percentage of Area Median Income (AMI; see Glossary). Households that pay >30% to 50% of income on housing costs (including rent or mortgage and other applicable costs, such as utilities and condominium fees) are considered moderately cost burdened, while those paying over 50% of income on housing costs are severely cost burdened.

Figure 11 provides the most recent data on total and severe cost burden burden for low- and moderate-income households in Iowa and Cedar Falls. Total cost burden (both moderate and severe) is widespread for extremely low-income (ELI) households in both Cedar Falls and Iowa as a whole, especially among

renters (Figure 11a). The prevalence of cost burden among ELI households is not substantially different between Cedar Falls and Iowa as a whole. An estimated 76% of ELI owners are cost burdened in Cedar Falls, compared to 74% statewide. An estimated 86% of ELI renters in Cedar Falls and 87% in Iowa are cost burdened.

LMI Cedar Falls renters over 30% AMI are more likely than Iowa renters in the same income brackets to be cost burdened. It is not known how much of this difference reflects the presence of University of Northern Iowa (UNI) students in the renter market, who tend to work only part-time and thus be counted as LMI. According to UNI data for the 2021-2022 academic year, 5,224 individual students lived outside dormitories, although the number of student-headed households in the City of Cedar Falls is unknown. Some off-campus students may live with family or outside Cedar Falls, and would not contribute to an “overcount” of LMI households.

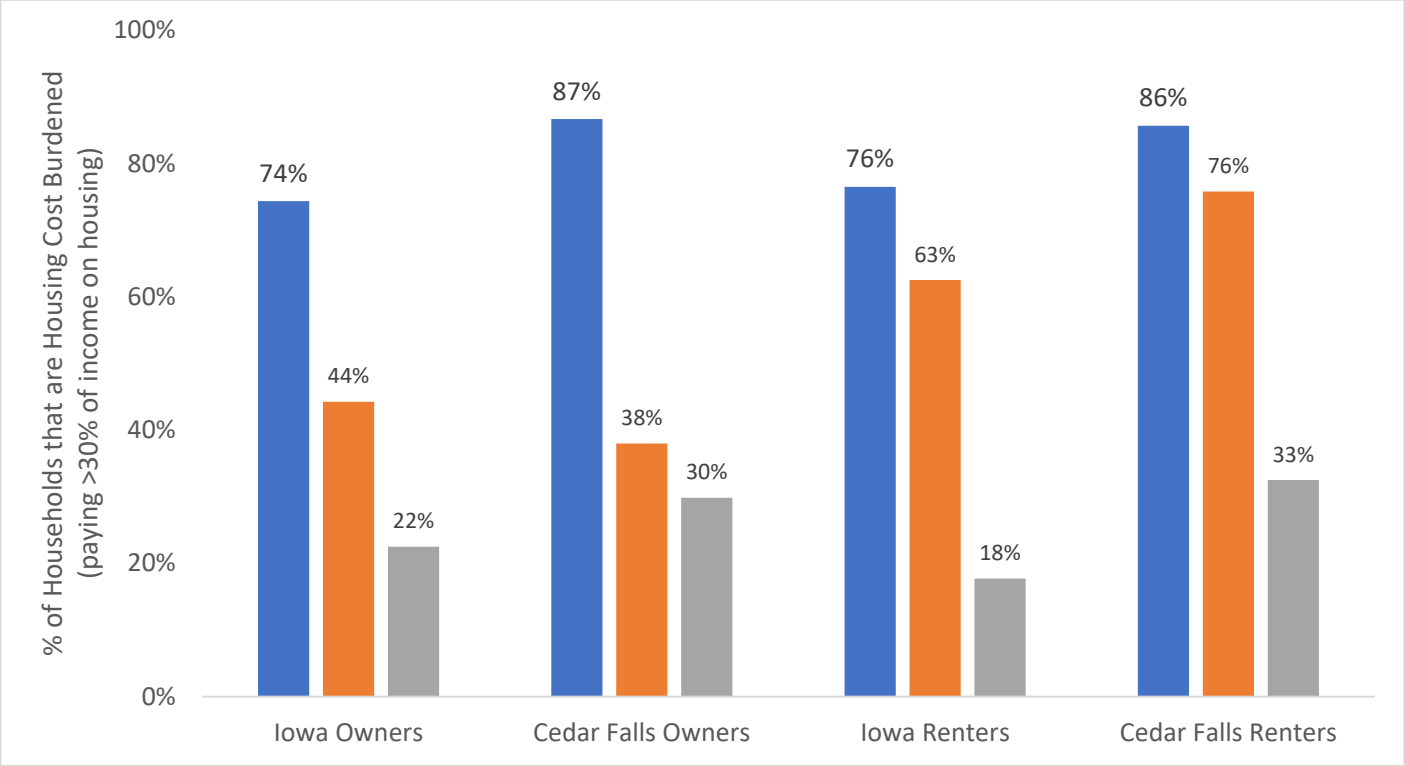
Among LMI owner households over 30% AMI, overall cost burden is not consistently better or worse in Cedar Falls than in Iowa as a whole. Owner households between >30% and 50% AMI in Cedar Falls are less likely to be cost burdened than owners in the same income bracket statewide (38% compared to 44%). However, Cedar Falls owners between >50% and 80% AMI are more likely to be cost burdened than similar Iowa owners (30% compared to 22%).

Figure 11b compares severe cost burden, a subset of total cost burden, among income brackets for LMI owners and renters. Not surprisingly, severe cost burden is most widespread among ELI households. In Iowa, 51% of ELI owners and 65% of ELI renters are severely cost burdened, while in Cedar Falls, 59% of ELI owners and 78% of ELI renters are cost burdened.

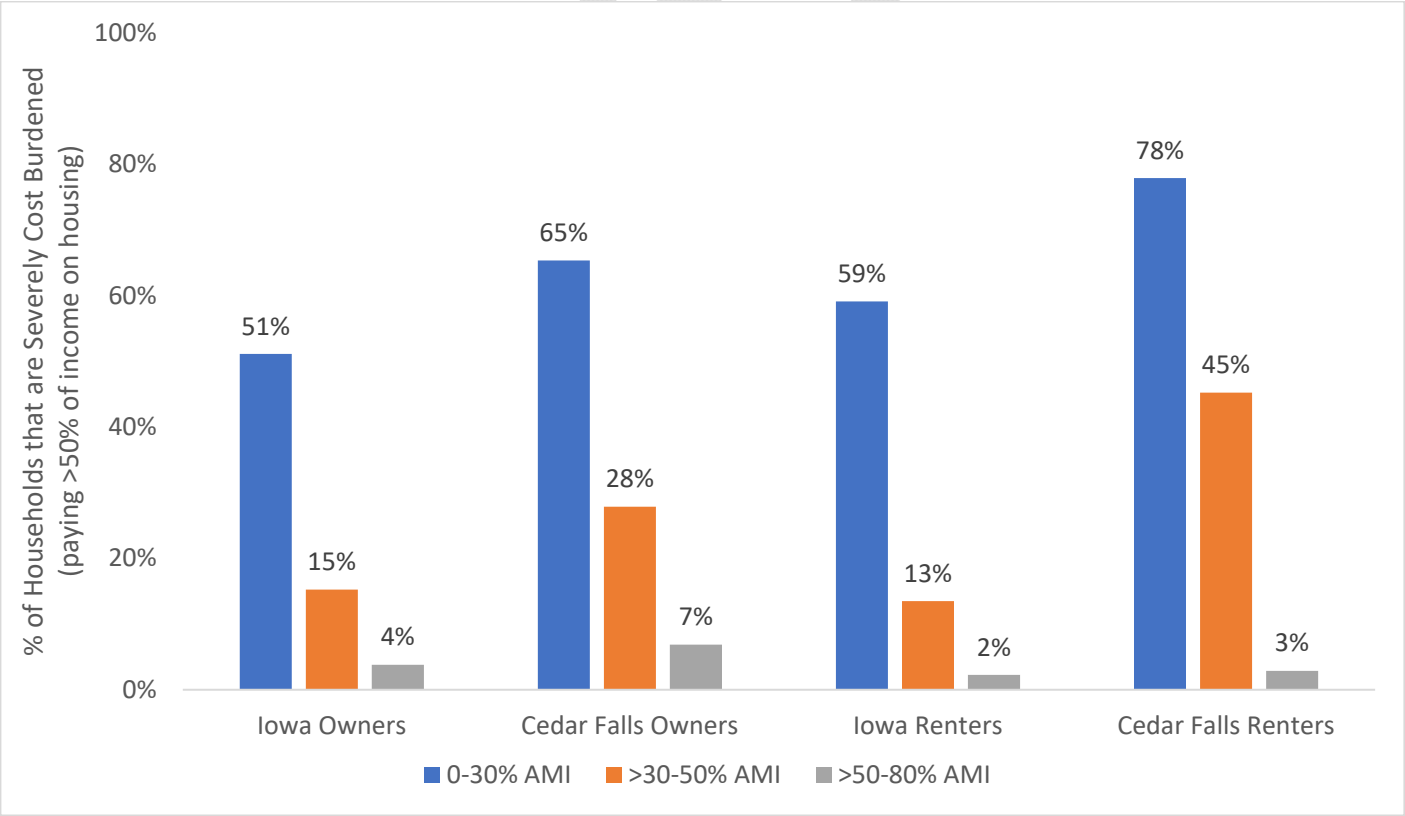
Among both owner and renter households between >30% to 50% AMI, Cedar Falls households are more likely to be *severely* cost burdened than Iowa households overall. Notably, although Cedar Falls owners in this income bracket are less likely to be cost burdened overall (38% compared to 44% statewide), those who *are* cost burdened are more likely to experience *severe* cost burden. An estimated 28% of Cedar Falls owners in this income bracket are severely cost burdened, compared to 15% of such owners statewide. There is an even greater difference in severe cost burden rates for renter households from >30% to 50% AMI – 45% in Cedar Falls compared to 13% statewide. As with cost burden overall, it is not known how much the presence of students affects the prevalence of severe cost burden among LMI Cedar Falls renters.

Severe cost burden rates are lowest among “moderate-income households,” or those from >50% to 80% AMI (see Glossary). Severe cost burden rates are only marginally higher among both owners and renters in Cedar Falls compared to owners and renters statewide (7% and 3% compared to 4% and 2%, respectively).

Although the presence of UNI students makes it difficult to compare rental cost burden in Cedar Falls and the state of Iowa, it is notable that LMI homeowners also experience greater cost burden in Cedar Falls in some cases. Homeowner data is less likely to be distorted by the presence of students. This makes it plausible that LMI renter cost burden is at least as prevalent in Cedar Falls as in Iowa, even if student households were excluded from the analysis.



a. Cost Burdened Households (>30% of income spent on housing)



b. Severely Cost Burdened Households (>50% of income spent on housing)

Figure 11. Housing Cost Burden Comparison for Iowa and Cedar Falls. Source: HUD CHAS 2015-2019.

Among LMI households statewide, it is noteworthy that *renters* with incomes closer to 80% AMI are less likely to experience cost burden, especially severe cost burden, than *owners* in similar income brackets. Iowa renters from >30% to 50% AMI are more likely than owners to be cost burdened (63% vs. 44%), but are slightly *less* likely to be severely cost burdened (13% compared to 15%). In other words, cost burden among Iowa renters in this income bracket is more likely to be moderate. In the >50% to 80% AMI bracket, Iowa renters are less likely than owners to be cost burdened (18% vs. 22%). This highlights the importance of affordable, high-quality rental options for LMI households that may have trouble sustaining homeownership.

2. Housing Cost Burden by Household Type

CHAS data provides cost burden estimates for different household types, allowing us to examine cost burden among households that are not generally headed by college students. Since these estimates involve relatively small subsets of a community's residents, they tend to have large margins of error. However, they are useful for estimating relative housing needs among different groups.

An estimated 3,648 LMI households in Cedar Falls (24% of all households) are cost burdened, including family households, elderly-headed households, and "Other" (non-family, non-elderly-headed) households. In "elderly"-headed households, the household head is at least 62 years old (Table 17). Among the City's LMI cost burdened households, 1,969 are "other" renter households, which are assumed most likely to include a large number of student households. Excluding these 1,969 households, Cedar Falls has 1,679 cost burdened LMI households (11% of all households) that are unlikely to be student-headed. This is likely to be an underestimate of cost burdened LMI households, since not all of the excluded "other" renter households are student-headed.

Severe cost burden is most prevalent among low-income households (up to 50% AMI, called "very low income" households by some federal programs – see Glossary). Comparable numbers of family and elderly-headed households in this income bracket are severely cost burdened, although the elderly households are more likely to be owners and the family households are more likely to be renters. In this income bracket, an estimated 220 family renter households, 140 family owner households, 110 elderly renter households, 240 elderly owner households, and 110 owner households of "other" types are severely cost burdened.

A majority of moderately cost burdened LMI households – excluding "other" renter households – are in the moderate-income category from >50% to 80% AMI, accounting for 490 households. Another 279 low-income households (up to 50% AMI, excluding "other" renters), are moderately cost burdened, including 130 elderly-headed owner households and 80 family renter households, and smaller numbers of family owner households and elderly renter households (10 and 45, respectively).

Table 17. Housing Cost Burden among Low- and Moderate-Income Households in Cedar Falls.

Income bracket	Owner Households			Renter Households		
	Elderly-Headed	Family (not elderly-headed)	Other	Elderly-Headed	Family (not elderly-headed)	Other
0-30% AMI	110	80	55	55	205	985
>30-50% AMI	130	60	25	55	15	430
>51-80% AMI	60	25	0	25	10	4

a. Severely Cost Burdened Households

Income bracket	Owner Households			Renter Households		
	Elderly-Headed	Family (not elderly-headed)	Other	Elderly-Headed	Family (not elderly-headed)	Other
0-30% AMI	70	0	10	0	30	95
>30-50% AMI	60	10	4	45	50	240
>51-80% AMI	135	80	75	15	185	215

b. Moderately Cost Burdened Households

Source: HUD CHAS 2015-2019.

The counts of LMI households in Cedar Falls, especially those that are cost burdened, highlight the imbalance between supply and demand for affordable rental housing. Among elderly and family households alone, 690 LMI renter households are cost burdened. Without the 360 existing affordable rental units and 184 Housing Choice Vouchers currently leased up in Cedar Falls, the number of cost burdened LMI renters would undoubtedly be higher. [See **Editor's Note in Section IV.C.3.**] The 290 ELI, cost burdened, family and elderly renter households alone exceed the leased-up Housing Choice Vouchers, and an unknown number of "other" ELI, cost burdened renters are non-student households that could benefit from HCVs¹⁹.

Table 18 uses the data from Table 17 to estimate the demand for different types of housing assistance. To be conservative, "other" renter households are excluded from the demand estimates to avoid counting student households. Different households, depending on household type, income bracket, and tenure, are assumed to be suited to different types of assistance. While the assumptions could be adjusted to allocate different households to different assistance types, the estimates shown provide a starting point to evaluate existing housing assistance programs and expand them as necessary.

¹⁹ Students may be eligible for HCVs in limited circumstances. For example, a self-supporting adult student with a dependent child may be eligible if they meet the income criteria.

Table 18. Cedar Falls Demand Estimates for Housing Assistance.

Housing Assistance Type	Target Households (excluding non-elderly, non-family renters)	Number of Households
Deeply subsidized rental housing (not age-restricted)	≤50% AMI, severely cost burdened non-elderly (renters and half of owners); ELI (≤30% AMI), moderately cost burdened renters	360
Deeply subsidized, age-restricted rental housing	≤50% AMI, severely cost burdened elderly (renters and half of owners)	230
Home rehabilitation assistance (e.g. grants, forgivable loans)	LMI, moderately cost burdened owners; half of severely cost burdened owners ≤ 50% AMI)	674
Shallow subsidy rental housing	LMI (>30% to 50% AMI), moderately cost burdened renters	95
Moderately priced market-rate rental housing*	LMI (>50% AMI), severely cost burdened (owners and renters)	120
Down payment or purchase assistance	LMI (>50% AMI), moderately cost burdened renters	200

Source: HUD CHAS 2015-2019 estimates from Table 17, assumptions as noted. *HOME funds from HUD may provide a limited amount of subsidized housing for LMI households >50% AMI.

All low-income (≤ 50% AMI), severely cost burdened, non-elderly family renter households are assumed to need deeply subsidized, non-age-restricted rental housing, as are ELI (≤ 30% AMI), moderately cost burdened, non-elderly family renter households. Additionally, half of low-income, severely cost burdened, non-elderly owner households are assumed to be candidates for deep-subsidy, non-age-restricted rental housing, since homeownership may be unsustainable for them. This results in an estimated 360 households in need of deep-subsidy, non-age-restricted rentals. Using similar assumptions, 230 low-income, elderly-headed owner and renter households are assumed to need deeply subsidized, age-restricted housing.

Home rehabilitation assistance is assumed to be a suitable option for all LMI, moderately cost burdened owners. Additionally, it is assumed that half of low-income, severely cost burdened owner households could sustain homeownership if they receive rehabilitation assistance. As noted previously, affordable rental or long-term care options are limited for these households in any case. The estimated total demand for rehabilitation assistance, which many communities offer in the form of grants or forgivable loans, is 674 households. By comparison, Cedar Falls' relatively small Community Development Block Grant (CDBG) allocation from HUD includes a budget for 1 to 3 owner-occupied rehabilitation projects annually.

Table 18 also provides demand estimates for shallow-subsidy rental housing; moderately priced, market-rate rental or senior housing; and down payment or purchase assistance. The assumption is that shallow-subsidy rentals could be targeted to the 95 moderately cost burdened renters in the >30% to 50% AMI bracket. However, this number may be an overestimate, given that some moderately cost burdened renters may already live in subsidized housing (see Section IV.C.3.). Since rental subsidies for households above 60% AMI are often limited, moderately priced market-rate rental housing might be a suitable option

for the 120 severely cost burdened households over 50% AMI, if the market can provide it. (Some of this demand could theoretically be met by shallow-subsidy rentals for households up to 80% AMI built with the City’s HOME allocation from HUD. However, the program is complex and the number of units built would likely be limited.)

Moderately cost burdened renters over 50% AMI may be able to qualify for home mortgages with the help of down payment or purchase assistance programs. These programs may offer a grant or forgivable loan to assist with down payment and closing costs, or a forgivable or repayable “soft second mortgage” to bring down the purchase price to an affordable level.

F. Housing Development Patterns in Cedar Falls

From 2016 through 2022, 988 residential units were permitted in Cedar Falls (Figure 12). Of these, 549 units (56%) were single-family homes; 227 (23%) were 2-family structures, townhomes, or condominiums; and 212 (21%) were multifamily units. The City’s residential permit volume has generally declined in recent years, from a high of 251 units in 2016 to a low of 80 units in 2022. If multifamily unit permits are disregarded, the decline is less pronounced, with a high of 149 units in 2016. Still, from 2016 to 2022, Cedar Falls experienced a 46% decline in permits issued for single-family, 2-family, townhome, and condominium units.

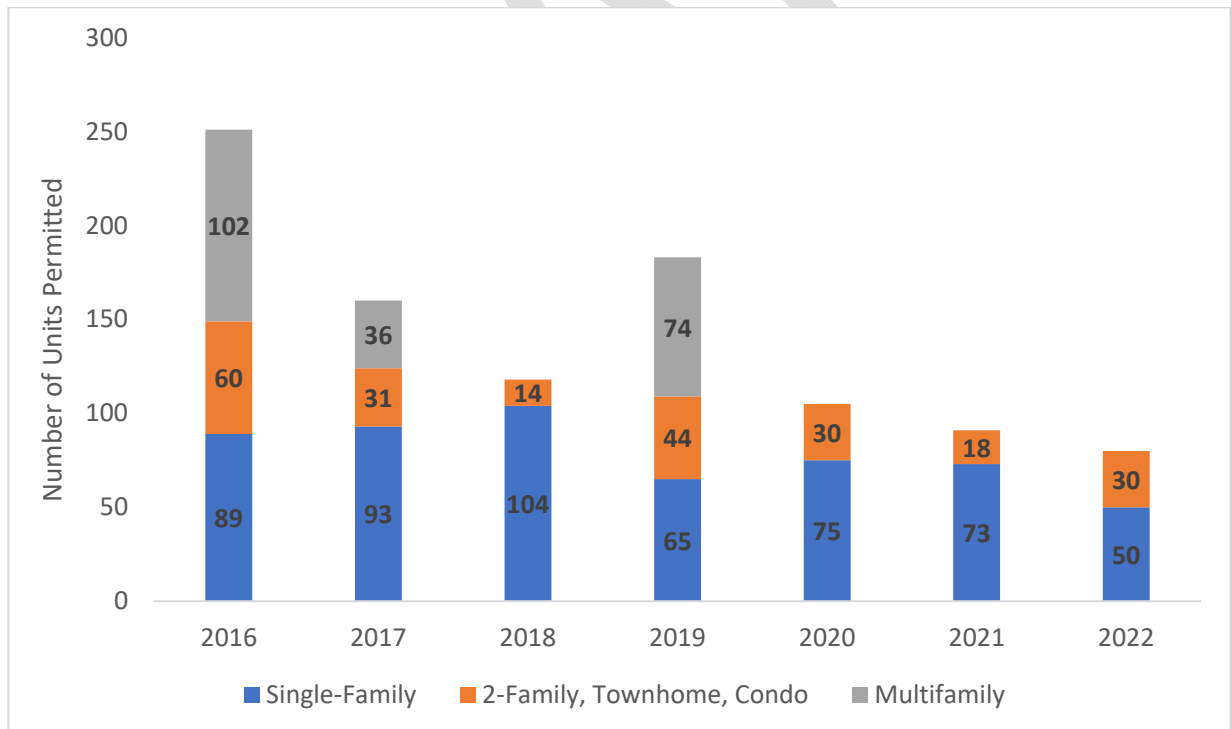


Figure 12. Permits Issued for Residential Units in Cedar Falls. Source: City permit data from 1/1/2016 to 12/31/2022.

A key metric for local housing markets is the inventory of residential units for sale. A healthy home sale market is generally understood to have 4 to 6 months of inventory at any given time. According to data from the Northeast Iowa Board of Realtors, the active home sale inventory in Cedar Falls has declined sharply since 2020 (Figure 13). From 21/15/2016 through 8/15/2020, the inventory of homes for sale ranged from 79 to 151. From 8/15/2020, inventory plunged from 125 to 39 on 5/18/2021. The inventory dropped to 18 on 3/2/2022, and did not exceed 47 for the rest of 2022. In a recent analysis of housing inventory in early 2023, the Cedar Falls Economic Development Corporation (CFEDC) found that inventory has declined by 66% in the past five years.

Developers and builders in Cedar Falls also report that lots for sale to custom builders and homebuyers are in short supply – sometimes as low as zero in the year prior to the release of this document, compared to a supply of several hundred a decade previously. City data indicates that several newer residential subdivisions do have vacant lots – 245 single-family lots and 172 duplex, townhome, and condominium lots, for a total of 417 lots as of August 2022. However, anecdotal evidence from developers and builders suggests that most are owned by builders or homebuyers who already have plans to construct homes on the lots.

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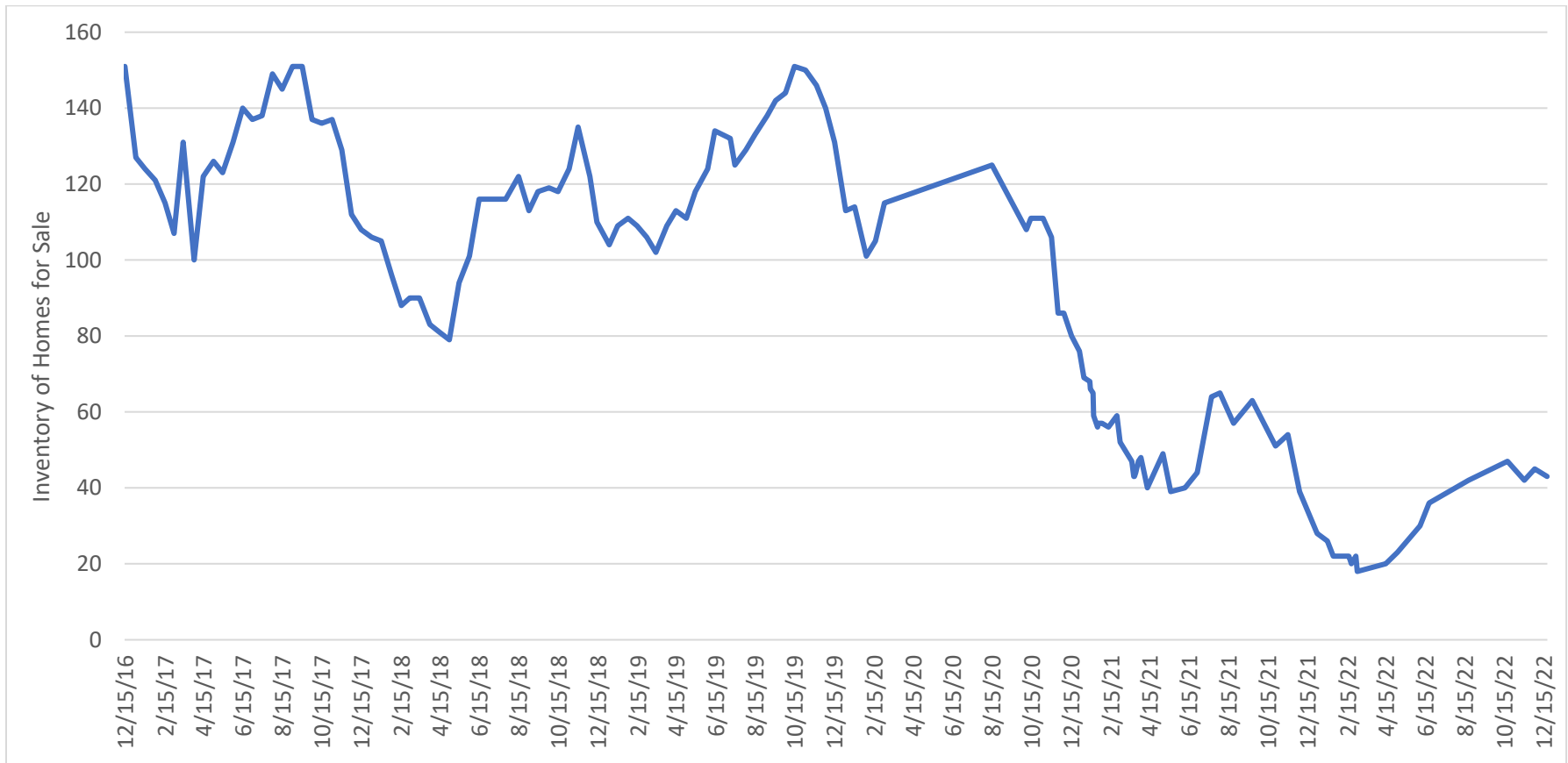


Figure 13. Inventory of Homes for Sale in Cedar Falls. Source: Northeast Iowa Board of Realtors. Note: Inventory cannot be calculated in months from this data, since inventory numbers are provided as daily snapshots, and calculations of inventory in months require data on active listings and sales for a specified timeframe.

Figure 14 highlights home sale supply and demand for different price ranges in November and December 2022, using the benchmark of a 5-month inventory per price range to estimate total demand. These two months had 565 home sales, of which nearly two-thirds (351 sales) were for units priced between \$120,000 and \$299,000. Despite the relatively high volume of sales in these price ranges, the share of demand met for these ranges was relatively low, from 0% to 35%. An additional 125 active listings would have been needed to meet demand for these price ranges in November and December 2022, out of a total of 181 additional listings needed for all price ranges. In fact, about half of the additional active listings needed were in the \$120,000 to \$239,000 price ranges alone.

Broadly speaking, demand for higher-priced homes does not outstrip supply as dramatically as for moderately priced homes. For most price ranges starting at \$300,000, the share of demand met ranges from 31% to 63%. Even for high price ranges where a relatively low percentage of demand is met, the additional active listings needed were few in absolute numbers – only 16 for homes priced from \$325,000 to \$374,999.

The housing supply and demand projections in Section VII will use the data from Figure 14 to estimate the City’s starting inventory shortfall.

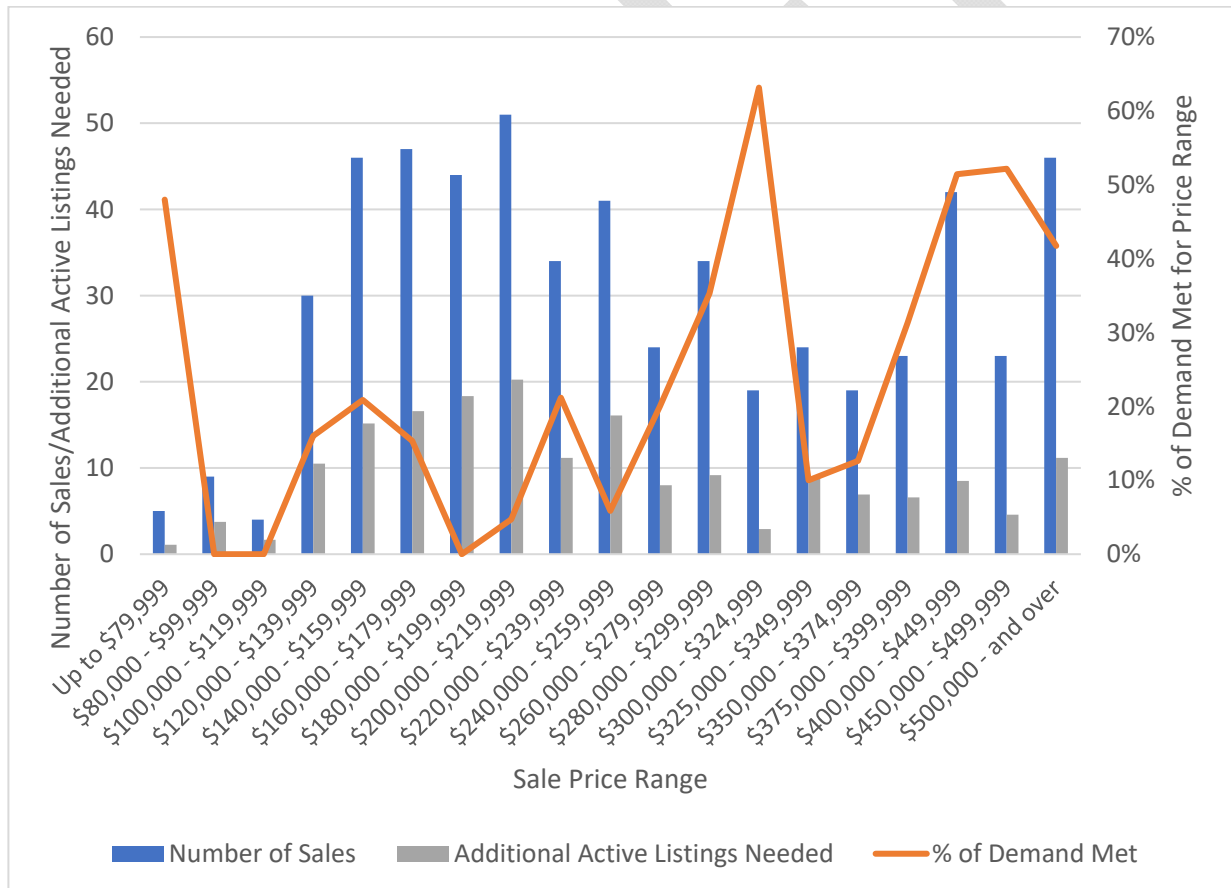


Figure 14. Cedar Falls Home Sales and Unmet Demand in Late 2022. Source: Northeast Iowa Board of Realtors data from 11/1/22 through 12/31/2022, retrieved 1/1/2023. Total demand is assumed to equal 5 months’ inventory for each price range.

G. Housing Quality Windshield Survey

In September and October 2022, a windshield was conducted of six (6) Census block groups in Cedar Falls. These block groups were determined by the Task Force to provide a reasonable geographic distribution and a cross-section of the City's housing stock in terms of age and condition. The windshield survey provides insight into the extent of repair and reinvestment needs for local housing stock, as well as potential infill development opportunities. Each housing unit was given a rating of Good, Fair, Poor, or Dilapidated based on observable exterior conditions. Since interior conditions were not observable, the survey may underestimate the number of units in Fair, Poor, or Dilapidated condition.

The windshield survey identified 3,048 units, or 19% of the City's estimated 16,118 housing units (Table 19). The vast majority of units (95.6%) were in Good condition, with 3.8% in Fair condition and only 0.6% in Poor condition. No units in Dilapidated condition were identified. If these percentages were extrapolated to the City's entire housing stock, Cedar Falls would have 15,145 units in Good condition, 613 units in Fair condition, and only 90 units in Poor condition. However, the surveyed block groups may not be perfectly representative of the City's housing stock.

Houses built before 1940 and after 2013 are the most overrepresented among the surveyed block groups, compared to the City's overall housing stock (by 6 percentage points each; data not shown). The overrepresentation of newer houses may skew the windshield survey results toward higher quality ratings, while the overrepresentation of older houses might not skew quality ratings downward by the same amount. This is because, in an affluent community like Cedar Falls, even older houses are often owned by families that can afford upkeep.

Figure 15 provides housing quality ratings for the individual Census block groups, which can vary considerably from the aggregated ratings in Table 19. In the four older neighborhoods, the proportion of Fair units ranges from 6% (Downtown) to 13% (South of W. 1st Street), while the proportion of Poor units is as high as 2% (North Cedar Falls). Not surprisingly, the housing stock in the newer Orchard Hill and Southwest neighborhoods is virtually all in Good condition.

Tabulations of housing condition by tenure (rental vs. owner-occupied) were not available for this analysis. However, for most of the block groups, the percentage of rental units in 1- and 2-unit structures far exceeds the combined percentage of Fair and Poor units. For example, 51% of the housing stock in the "College Hill" neighborhood (Figure 15) is in rentals in 1- and 2-unit structures, but only 11.8% of the neighborhood's housing units are in Fair or Poor condition. Thus, one cannot assume that problems with housing quality in Cedar Falls are primarily driven by rental units.

As noted above, Cedar Falls appears to have very few units in Poor condition, and no Dilapidated units were identified. This means that the City has limited opportunities to expand the housing stock through demolition and reconstruction, or through substantial rehabilitation of deteriorated housing that has been off the market for years. For the most part, the City must expand its housing supply by developing *new* units, whether on "greenfield" (undeveloped) land, on the infill tracts that do exist, or in vacant upper stories of commercial buildings. Other options for expanding housing supply include construction of Accessory Dwelling Units (ADUs) on existing residential parcels, and subdividing large residential parcels into two or more parcels to increase vacant lots for housing development (see Section VI.A.). Section VIII provides Implementation Strategies for expanding the City's housing supply, among other housing goals.

Of course, rehabilitation of deteriorated housing is a worthwhile goal whether or not it expands the housing supply. In addition to improving quality of life for residents of the housing unit, rehabilitation programs improve neighborhood appearance and property values. Notably, the estimated number of units in Fair or Poor condition citywide (703) is similar to the estimated demand for owner-occupied rehabilitation programs for low- and moderate-income homeowners (674; see Table 18). These numbers are not directly comparable – some eligible homeowners have units that appear in “Good” condition from the outside, while some inhabitants of homes in Fair or Poor condition are above the low- to moderate-income threshold. Nonetheless, the windshield survey results suggest that the estimated demand for owner-occupied rehabilitation is reasonable. Some Implementation Strategies in Section VIII include providing local funds to assist homeowners above the LMI thresholds with needed repairs, since such improvements would benefit entire neighborhoods.

Table 19. Exterior Housing Quality Windshield Survey of a Sample of Cedar Falls Housing Units.

Category	Description	Units in Survey	Extrapolated Citywide Units
Good	<ul style="list-style-type: none"> Unit appears structurally sound (foundation, building envelope, roof). Unit appears well maintained – most siding, gutters, trim, windows, and doors are in good repair with good exterior paint condition. Minor problems such as small areas of peeling paint and/or other routine maintenance items may exist. This category focuses more on overall health, safety, and structural integrity than cosmetic issues. 	2,915 (95.6%)	15,145
Fair	<ul style="list-style-type: none"> Unit appears structurally sound (foundation, building envelope, roof). Need for some maintenance or repair - painting the house, fixing a broken door or window, putting on new shutters, replace or fix awnings, etc., and/or: Issues are primarily cosmetic (e.g. worn paint on aluminum siding, mildew) but cover a substantial portion of the structure. 	116 (3.8%)	613
Poor	<ul style="list-style-type: none"> One or more visible structural defects (foundation, building envelope, or roof) but still habitable. Building requires significant work to address items such as worn shingles, sagging porch, major cracks in foundation, etc. Unit requires significant repairs or updates, which would be difficult to correct through normal maintenance (multiple broken doors or windows, roof needing to be re-shingled, excessive paint peeling/missing, etc.) 	17 (0.6%)	90
Dilapidated	<ul style="list-style-type: none"> Unit is suffering from excessive neglect. Building appears structurally unsound. Building not fit for habitation in current condition. The building may be considered for demolition or, at minimum, major rehabilitation will be required. 	0 (0%)	0
Total		3,048 (100%)	16,118

Source: Windshield survey conducted for Sept-Oct 2022 by INRCOG staff and HNA Task Force members for a sample of 6 Census block groups. Est. total citywide units from 2020 5-year ACS.



Figure 15. Cedar Falls Housing Windshield Survey Results by Census Block Group. Source: Windshield survey conducted Sept-Oct 2022 by INRCOG staff and HNA Task Force members, 2020 5-year ACS. Each block group is designated by a nickname, as well as an official name in the form “Census Tract XX Block Group XX” (CT XX BG XX).

V. Stakeholder Input

The University of Iowa's Institute for Decision Making (IDM) conducted focus groups for several categories of stakeholders in August 2022. In addition, an online survey was made available to stakeholders who were invited to focus groups. The online survey was conducted from 8/23/2022 to 9/12/2022. The survey included questions for all stakeholder groups, and respondents were asked to select all roles that they fill in Cedar Falls. The survey's display logic showed relevant questions for each role they had selected.

Focus groups included the stakeholder types listed below. This section includes focus group and survey feedback from stakeholders whose responses have not already been discussed elsewhere in this document.

- Employers (feedback discussed in Section III.D. above)
- Landlords and Property Managers (no focus group attendees; survey responses discussed in Section IV.C.2. above)
- Senior Housing Stakeholders (feedback discussed in Section IV.D. above)
- Residential Developers and Builders
- Real Estate Professionals and Lenders
- Human Service Providers
- Housing Choice Voucher (Section 8) Recipients (no focus group attendees or survey responses)

A detailed discussion of stakeholder input is provided in Appendix 1. The following sections provide an overview of input from selected stakeholder groups with an emphasis on survey responses.

A. General Resident Feedback

A resident survey on community housing characteristics and needs was conducted from October through December 2022. The survey was predominantly conducted online, though paper copies were available upon request. The survey was advertised in the October Currents magazine published by the City of Cedar Falls and mailed to every residential address. Additionally, the survey was advertised in a Facebook post by the Iowa Northland Regional Council of Governments (INRCOG) that was "liked" by the City's Facebook account, and a Waterloo-Cedar Falls Courier article in November 2022 featured a link to the survey. Paper copies were distributed at the Cedar Falls Public Library and Thunder Ridge Senior Housing. The survey preparers were unable to gain permission from the other private subsidized rental developments to distribute paper surveys at their offices.

The survey received a total of 144 responses, including 134 online responses and 10 paper surveys from the two distribution sites mentioned above. Key themes from the survey responses are summarized in this section, and Appendix 1 provides all survey data. The survey respondents were predominantly older, higher-income, white, female, non-Hispanic or Latino homeowners (Table 20). Nonetheless, many respondents of all income brackets expressed concern about housing prices in Cedar Falls.

Table 20: Resident Survey - Overview of Respondent Demographic and Social Characteristics.

Category	% of Responses	Category	% of Responses	Category	% of Responses
Less than \$20,000	4%	Owner	86%	Under 18	0%
\$20,000 to \$34,999	7%	Renter	11%	18 to 24	1%
\$35,000 to \$49,999	9%	Homeless	0%	25 to 34	7%
\$50,000 to \$74,999	18%	Live with Family/Friends	1%	35-44	17%
\$75,000 to \$99,999	22%	Other	3%	45-54	25%
\$100,000 or more	41%			55-64	16%
				65-74	29%
				75+	6%

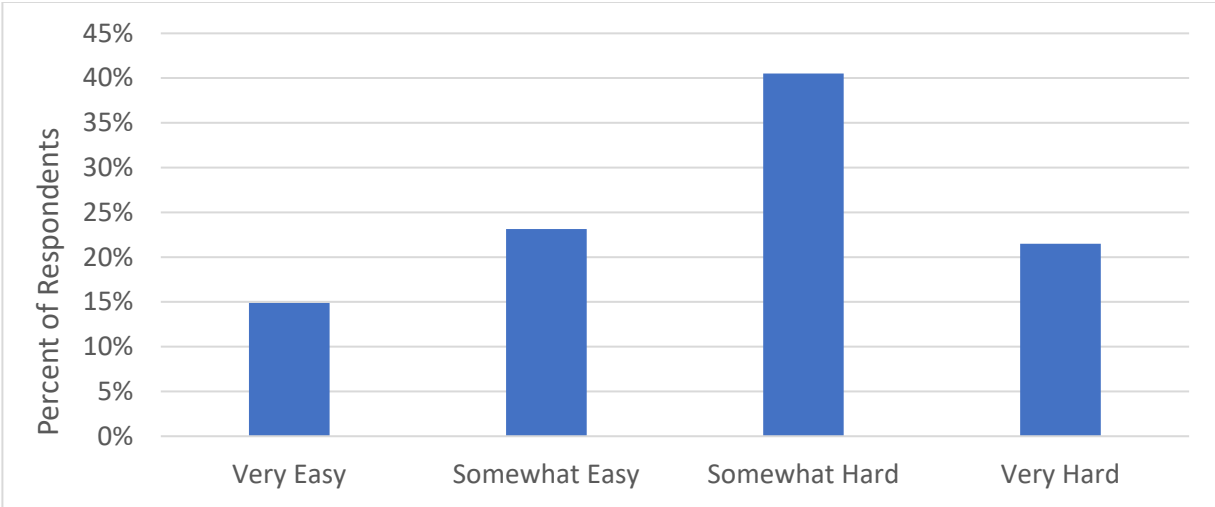
Category	% of Responses	Category	% of Responses
White	83%	Hispanic/Latinx	0%
Black	0%	Not Hispanic/Latinx	92%
American Indian/Alaska Native	1%	Prefer not to answer	8%
Asian	2%	Male	28%
Pacific Islander/Native Hawaiian	0%	Female	64%
Other	4%	Non-Binary	0%
Prefer not to answer	11%	Prefer to self-describe	1%
		Prefer not to say	7%

Source: Cedar Falls Resident Survey, October-December 2022. Percentages may not add up to 100% due to rounding.

Given the relative affluence of the survey respondent pool, it is not surprising that the vast majority (89%) consider their current housing situation to be affordable. Among respondents who reported that their housing was unaffordable, their reasons included high rent or mortgage relative to their incomes and, to a lesser extent, high property taxes.

Respondents were asked about problems with their homes that they could not afford to fix or the landlord would not fix. Responses included a wide range of deferred maintenance items, both large and small, such as plumbing and electrical repairs, foundation and basement problems, peeling paint, mold, and driveway repairs. One renter commented that their property manager takes weeks to respond to maintenance calls. Notably, of the 16 respondents with incomes up to \$75,000 who answered this question, 10 reported that their current housing situation is affordable. This demonstrates that “affordable” housing in Cedar Falls is not always of high quality.

Nearly two-thirds of respondents believe that it is “Somewhat Hard” or “Very Hard” to find affordable, safe, comfortable housing in Cedar Falls (Figure 16a). While lower-income respondents were more likely to select these options, large proportions of respondents across the income spectrum agreed (Figure 16b), even though most consider their own housing situations to be affordable. Notably, this question measures respondents’ *perceptions* of the ease or difficulty of finding housing in Cedar Falls. Some respondents answered in terms of their own experience, while others appeared to refer to the ease or difficulty for others beyond themselves – including family, friends, and even unknown neighbors from different walks of life. Some respondents who consider it “Very Easy” or “Somewhat Easy” offered caveats to their responses in their open-ended feedback, noting that prices are increasing and lower-income households may face more difficulties.



a. All Responses



b. Responses by Income Bracket

Figure 16. Resident Survey Responses: "How easy is it to find an affordable, safe, comfortable place to live in Cedar Falls?"

Source: Cedar Falls Resident Survey, October-December 2022.

Respondents were asked open-ended questions about the factors that make it easy or hard to find housing in Cedar Falls, as well as housing and community needs in the City. Several recurring themes emerged among the responses. The themes are also summarized in Figure 17.

- Prices for both owner-occupied and rental housing are high and increasing in Cedar Falls, squeezing out many young families, seniors on fixed incomes who are seeking to downsize, low-wage workers, single mothers, and even many educated professionals. Some respondents explicitly used the terms “affordable” and “affordable housing.”
- The inventory of homes for sale is low, and homes for sale in suitable price ranges for many buyers are purchased quickly.
- New single-family homes are priced beyond what many homebuyers can afford. Some respondents also referred to “McMansions” or “sprawl.”
- Many rentals, especially single-family rentals and those in former single-family dwellings that have been converted to apartments, are in poor condition. Several respondents expressed concern about older, lower-cost, single-family homes being purchased by investors and converted into rentals. Respondents often explicitly expressed frustration at negligent landlords, though they understood that many Cedar Falls landlords duly maintain their properties.
- Rents in Cedar Falls are often high because landlords cater heavily to the market of University of Northern Iowa students. (The only respondent under age 25, a renter, argued that the current system exploits both students and low-income renters.)
- Older homes in Cedar Falls are in need of rehabilitation for several reasons, including improvement of neighborhood appearance and character, quality of life improvement for lower-income occupants, and reinvestment in the City’s existing housing stock as an alternative to extensive new construction.
- A few respondents mentioned high and increasing taxes as a burden.
- Some respondents reported that there was no problem finding suitable housing in their open-ended feedback. While some simply spoke in terms of their own experience, others included assertions that anyone who works hard can find housing in Cedar Falls, that low-income housing is over-supplied and crime-ridden, that the City has insidious motives for conducting the survey, or other such claims. However, these responses were outweighed by those that expressed concerns or caveats about the City’s housing market, just as a majority of respondents consider it “Somewhat Hard” or “Very Hard” to find decent affordable housing in Cedar Falls.

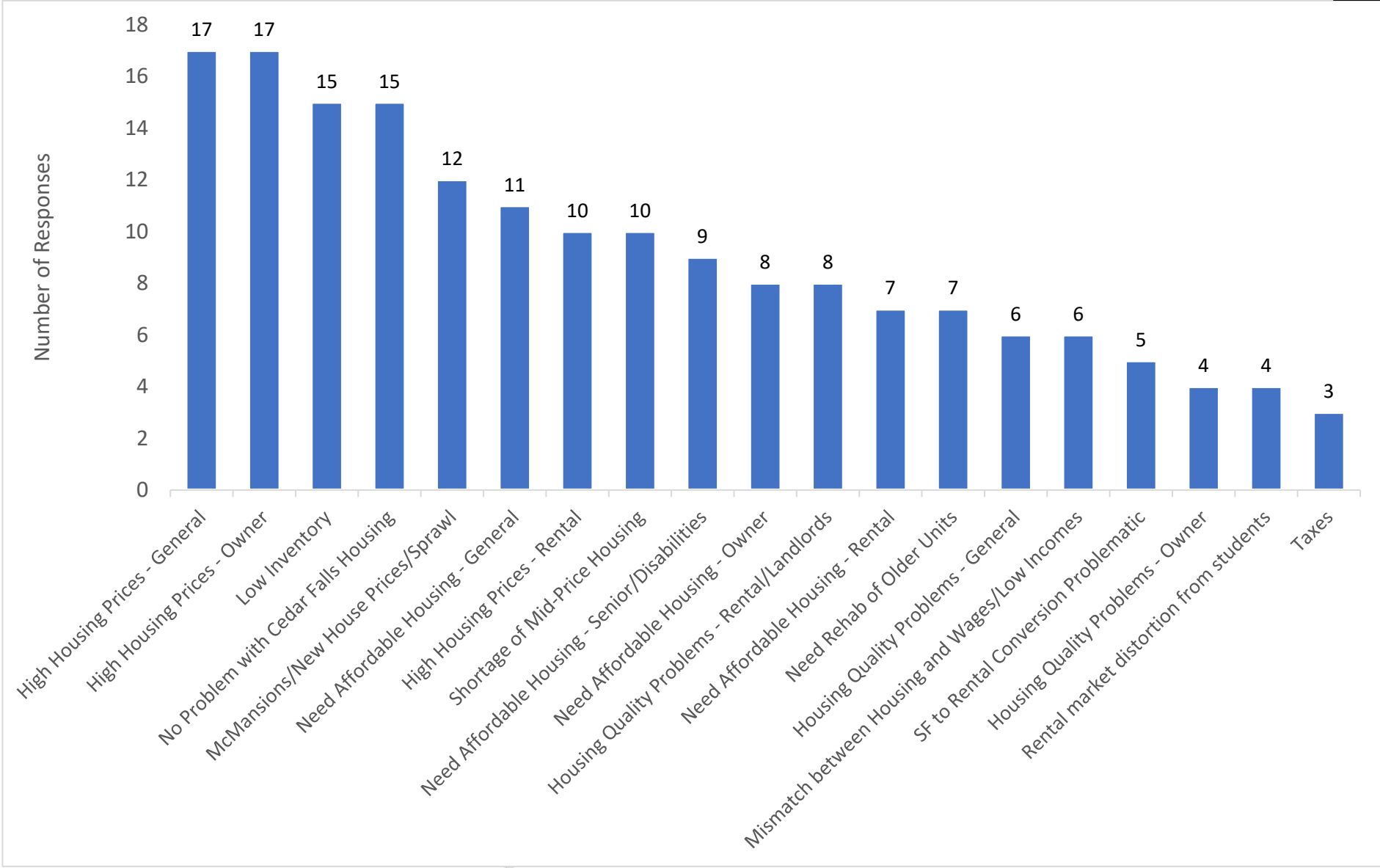


Figure 17. Themes from Resident Survey Open-Ended Responses. Source: Cedar Falls Resident Survey, October-December 2022. Note that some individual responses are listed in more than one category.

Respondents were asked to select neighborhood(s) that, in their opinion, need improvements to make them better places to live or visit. Respondent selections are shown in Appendix 1. The North and College Hill neighborhoods were the most commonly selected options, with 24% and 22% selecting these respective neighborhoods. Industrial Park was the least commonly selected option (4.4% of respondents). The concerns cited by respondents depended on the characteristics of each neighborhood. In the North neighborhood (commonly known as North Cedar Falls), many respondents mentioned housing in need of repair, the lasting impact of flooding, and a perception that this neighborhood is overlooked or disconnected from the rest of Cedar Falls. Regarding the Northwest, Downtown, University, and College Hill neighborhoods, respondents expressed concern about older homes in poor condition, particularly rentals. In the neighborhoods near the University of Northern Iowa, the condition of student rentals and the practices of their landlords were a concern. In College Square, some residents noted the presence of older homes in need of repair, as well as the need for revitalization of the shopping areas.

B. Feedback from Residential Builders and Developers

The focus group for builders and developers in Cedar Falls had five participants. The survey had four responses, though one response was largely incomplete. Some developers and builders have other roles in Cedar Falls as well, such as employer, real estate professional, or lender. As a result, their responses to some questions reflected multiple perspectives on the Cedar Falls housing market. For clarity and brevity, some overlapping questions and responses are combined in the analysis below.

Table 21 compiles data from developers and builders on the residential lots and units that they anticipate producing in the next 5 years. Respondents reported plans to develop 90 lots for single-family detached homes and 30 lots for duplexes, townhomes, and condominiums. Respondents anticipate building almost as many duplexes, condos, and townhomes (130 total) as single-family detached homes (132). Most single-family, duplex, townhome, and condo units will be built for ownership.

Table 21. Survey of Cedar Falls Residential Developers and Builders: Anticipated Lots and Unit Production in Next 5 Years.

Housing Type	Lots		Units	
	For Ownership	For Rental	For Ownership	For Rental
Single-Family Detached	90	0	130	2
Duplexes, Condos, Townhomes	30	0	120	10
Multifamily*			80	
Target Market for Planned Multifamily Units*	Empty nesters Young professionals		Newly married couples Divorcé(e)s	

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by the University of Northern Iowa (UNI) Institute for Decision Making (IDM). *Survey did not ask respondents to specify tenure of multifamily units.

Two respondents reported plans to build multifamily units, though only one listed the number of planned units (80). The tenure of the planned multifamily units was not reported but most are assumed to be rentals. The respondents reported that the target markets for planned multifamily units are individuals

and households at times of transition in their lives – young professionals, newly married couples, divorcées, and empty nesters.

Table 22 summarizes developer and builder responses to open-ended survey questions. Similar to employers, developers and builders emphasized Cedar Falls' high quality of life, including safe and attractive neighborhoods, good schools, and high-quality housing. Respondents also cited Main Street, the trail system, recent streetscape improvements, and a good working relationship with some City staff as strengths of the City's housing market.

Of note, several developers and builders remarked on the new zoning requirements in the new downtown "Character District" (discussed further in Section VI.A1.). Specifically, the new zoning requirements constitute a "form-based code," which focuses more on the scale and design of buildings in urban areas, and less on prescriptive land use requirements, than traditional zoning codes. The City implemented the new requirements to maintain a vibrant, mixed-use urban character in the downtown, and many developers report that the new standards are more user-friendly and predictable in their impact on project costs and specifications, compared to the more traditional requirements in the rest of the City's zoning code. Developers made these comments in the focus group (see Appendix 1) and in informal conversations with the Task Force and Steering Committee.

Weaknesses and impediments in the City's housing market, as identified by developers and builders, ranged from high prices and limited inventory of units and lots – factors also identified by employers – to bureaucratic challenges with housing development and concerns about the character of some areas of town. The bureaucratic issues are described in more detail in Appendix 1 and include a lack of stakeholder input in building regulations, unreliable and slow permit approvals, and allegedly excessive regulations for some parts of the building process, such as stormwater and erosion control. As Appendix 1 notes, some regulations in Cedar Falls are perceived to exceed those of other communities.

Other notable weaknesses and barriers identified by respondents included high property taxes (due to "inflated valuation," not mill levy increases, according to the respondent), a lack of incentives for single-family rehabilitation, "derelict" conditions in the University Avenue Area, and "sprawling" neighborhoods in South Cedar Falls.

Respondents had several suggestions for City investments to expand housing supply, especially of moderately priced housing. Some suggestions, including Tax Increment Financing (TIF), tax abatements, and rebates (often funded by TIF), are already used by many other communities in the Cedar Valley. Other suggestions included adjusting zoning requirements, such as minimum lot widths and dwelling square footage, to allow smaller lots and homes to be developed²⁰. Some suggestions are contradictory – one respondent recommended using City incentives to support moderately priced development, while another recommended supporting "low density" development, which is often more high-end.

²⁰ One respondent cited specific minimum lot widths and floor area requirements that were implicitly attributed to the City. However, upon review by City staff, they appear to be limits set for specific developments by the developer or a homeowners' association.

Table 22. Survey of Cedar Falls Residential Developers and Builders: Responses to Open-Ended Questions.

Abridged Survey Question	Summary of Responses	
Strengths of Cedar Falls housing market	<ul style="list-style-type: none"> • Good schools • "Responsible developments" • Main Street/downtown • Safety • Trail system • Major employers • Low cost of living 	<ul style="list-style-type: none"> • Strong market for high-quality housing • Attractive, "mature neighborhoods" and good neighbors • Appealing to affluent residents • Respect and pride of place ("Country Club like") • Recent streetscape improvements • Good working relationship with some City staff • UNI, including grads who stay in Cedar Falls and "push business & industry forward"
Weaknesses of Cedar Falls housing market	<ul style="list-style-type: none"> • Overpriced housing • Low inventory • City bureaucracy • Lack of stakeholder input on building regulations • Unreliable/slow approvals for lot development • Lack of variety/character in new neighborhoods • Few residential lots available • Lack of incentives for single-family home rehabilitation • University Avenue area "becoming derelict" 	<ul style="list-style-type: none"> • Lack of inventory, esp. for 55+, condos/townhomes, downtown options • Burdensome regulations that do not always have a health/safety benefit • High property taxes due to inflated valuation • Excessive enforcement for small infractions, e.g. for stormwater permits • Numerous single-family rentals, especially near Downtown • Sprawling development in South Cedar Falls in lieu of planned neighborhoods with commercial cores
City development regulations or process (e.g. zoning/subdivision ordinances, permitting processes, etc.) that impede moderately priced housing development	<ul style="list-style-type: none"> • Interpretation/execution of codes and ordinances 	<ul style="list-style-type: none"> • Increasing regulations over time that outweigh benefits to homebuyers • Requirements that [allegedly] exceed those of other communities that use the same SUDAS standards
Suggested incentives/programs to promote housing affordability, availability, condition etc.	<ul style="list-style-type: none"> • Offer a 3-year tax abatement program for small housing units • Reduce required lot widths – e.g. to 50' • Use incentives to promote moderately priced housing/neighborhoods (e.g. by supporting infrastructure) • Incentivize developer through rebates (would also reduce costs indirectly by increasing lot/unit supply) 	<ul style="list-style-type: none"> • Tax Increment Financing (TIF) • Allow more/smaller attached housing units • "Incentives would be great, however getting out of the way and getting rid of ridiculous micromanagement regulations would be far better." • "A low-density tax abatement would cement the leading position Cedar Falls currently has as an epicenter."

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by the University of Northern Iowa (UNI) Institute for Decision Making (IDM).

C. Feedback from Real Estate Professionals and Lenders

The focus group for real estate professionals and lenders had five participants. The survey had six responses, though three survey responses were largely incomplete. As noted in the discussion of survey feedback from residential developers and builders, many survey respondents have multiple roles in Cedar Falls. In fact, three of the six respondents who identified themselves as real estate professionals and lenders were also builders or developers. This section focuses on feedback to questions that are relevant to residential real estate and mortgage lending specifically.

Table 23a summarizes responses from real estate professionals and lenders to open-ended questions. Respondents considered housing to be in short supply at multiple price points, but especially at more moderate price points such as \$150,000 to \$250,000. Respondents perceived unmet demand for multiple housing types, with particular emphasis on smaller unit types such as detached single-family units for the 55+ market, condos and townhomes, accessible units for people with disabilities, and downtown living options. Homebuying clients who cannot find units in Cedar Falls typically look for alternatives in Waterloo or outlying rural communities.

When asked about barriers to their own work and to clients' goals in the City's housing market, respondents mainly cited low housing inventory and high costs for available housing. Other identified barriers included taxes and limited availability of building sites. One respondent emphasized a need for down payment assistance for some homebuyers.

Responses to closed-ended questions are summarized in Table 23b-d. On average, homes priced over \$250,000 were reported to be in greatest demand, accounting for 50% of homebuying clients (Table 23b). However, the closed-ended questions had only 3 respondents and so may not be representative of client demand. One of the three respondents overwhelmingly serves the high-end market, with 82% of clients seeking homes over \$250,000 and the remaining 12% seeking homes between \$200,000 and \$249,999.

When the range of responses to this question is taken into account, demand appears more evenly distributed among homes priced at \$100,000 or higher. Even though Table 23b may overstate demand for higher-priced homes, homes over \$250,000 are oversupplied in active MLS listings – 79% of listings, compared to an average of 50% of homes sought by homebuying clients according to the survey responses.

When asked why clients seek to buy homes in Cedar Falls, respondents identified the City's high quality of life and school district as primary factors (Table 23c). Relocation for employment is also a primary factor in many cases. To a lesser extent, homebuyers look to Cedar Falls when they want to upsize or downsize their housing, with buyers more often looking for larger homes. Transitioning from renting to homeownership was less important as a driving factor for homebuyers in the Cedar Falls market, suggesting that many are already homeowners.

Table 23. Survey Responses from Cedar Falls Area Real Estate Professionals and Lenders.

Abridged Survey Question	Summary of Responses	
Adequate supply in clients' desired price ranges? If not, which price ranges are lacking?	<ul style="list-style-type: none"> • "No supply at any level ... desire all levels from \$200,000 to 2 million." • Undersupply of housing from \$150,000 to \$250,000. 	<ul style="list-style-type: none"> • "Housing under 200k is severely lacking. Housing from the 200-300k range in new construction is almost unachievable due to subcontractor pricing (lack of subcontractors to create competition), building material prices and land prices."
Adequate supply of clients' desired housing types? If not, which types are in short supply?	<ul style="list-style-type: none"> • "No excess supply of any housing types" 	<ul style="list-style-type: none"> • Unmet demand for 55+ detached homes, townhomes, downtown living
What types of housing units (e.g. single-family, duplex, townhome, condo, multifamily) have the strongest demand?	<ul style="list-style-type: none"> • All of the above • Need for single-family is paramount • Townhomes and condos also needed 	<ul style="list-style-type: none"> • 55+ single-family and attached units • Accessible/ADA compliant/aging in place options
What percent of houses are sold as investment properties? (e.g. to flip or rent)	6.67% (range 5% - 10%)	
Alternative housing locations/arrangements for clients unable to buy homes in Cedar Falls	<ul style="list-style-type: none"> • Janesville • Traer • Dysart 	<ul style="list-style-type: none"> • Waverly • Parkersburg • Waterloo • Dike • Continue to look for home while renting or staying in current home • Many move to smaller, lower-cost rural areas • Jesup • Hudson
Top barriers for you/clients in Cedar Falls housing environment	<ul style="list-style-type: none"> • Housing availability (inventory) • High housing costs (low affordability) 	<ul style="list-style-type: none"> • Building site availability, especially zoned for higher density development • Lack of savings for down payment/closing costs • Taxes

a. Responses to Open-Ended Questions.



Home Sale Price Range	Avg. estimated % of homebuyers seeking homes in this price range	% of active MLS listings	% of MLS closed sales
Less than \$100,000	1% (range 0% - 3%)	0%	3%
\$100,000 to \$149,999	11% (range 0% - 20%)	12%	15%
\$150,000 to \$199,999	14% (range 0% - 30%)	10%	23%
\$200,000 to \$249,999	24% (range 18% - 30%)	0%	17%
\$250,000 or more	50% (range 20% - 82%)	79%	43%

b. Price Ranges of Homes Sought by Clients in Cedar Falls.

Reasons that clients search for homes in Cedar Falls	Number of Responses		
	Primary factor	Secondary factor	Not a factor
A client is relocating due to employment	2	1	
A client wants to enroll their children in the Cedar Falls School District	3		
A client wants to live in Cedar Falls for its high quality of life	3		
A larger home is desired	1	2	
A smaller home is desired		3	
A client is currently renting, wanting to own	1	1	1

c. Reasons that Clients Search for Homes in Cedar Falls.

Factors preventing homebuyers from purchasing homes in Cedar Falls	Number of Responses		
	Major Factor	Minor Factor	Negligible/ Not a Factor
Lack of homes in desired price range	5		
Lack of homes with modern amenities	2	2	1
High property taxes	1	3	1
Lack of down payment	1	2	1
Unable to qualify for mortgage		4	1
Low credit score		3	2
Lack of stable employment		1	4
Lack of understanding of homebuying process		3	2
Prefer a more urban community		2	3
Prefer a more rural community		4	1

d. Primary Factors Preventing Homebuyers from Purchasing Homes in Cedar Falls.

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by IDM; MLS active listings as of 10/7/2022; MLS data on closed listings from 1/1/2022 to 9/9/2022

Several factors can prevent homebuyers from purchasing homes in Cedar Falls (Table 23d). A shortage of homes in the desired price range is the biggest factor deterring prospective Cedar Falls homebuyers. Most respondents also identified a shortage of homes with modern amenities as a deterrent, whether major or minor. Opinions were more divided on property taxes and lack of down payment savings, which were more likely to be considered minor deterrents. Other minor factors included an inability to qualify for a mortgage and preference for more rural communities.

Respondents were split on whether low credit scores, a lack of understanding of the homebuying process, and preference for a more urban communities were minor deterrents or not a factor in homebuyers' decisions. Most respondents did not think that a lack of stable employment deters homebuyers in Cedar Falls, suggesting that most homebuyers in this market generally have steady income.

D. Feedback from Human Service Providers

The focus group for agencies that provide human services to Cedar Falls residents had six participants, and the survey had five participants. Survey responses are summarized by theme below.

Services Provided by Agencies Surveyed

- Food assistance
- Emergency shelter for people experiencing homelessness
- Shelter and housing assistance for survivors of intimate partner violence, sexual violence, human trafficking
- Emergency financial assistance
- Medical assistance
- Outreach
- Rent/utility assistance
- Children/family services
- Home weatherization
- Disaster assistance

Income Brackets of Clients Served

On average, nearly 3 in 4 clients served by the agencies represented in the survey are extremely low income, and nearly 9 in 10 clients are low-income (Table 24).

Table 24. Incomes of Clients Served by Human Service Agencies Operating in Cedar Falls.

Income Bracket	Average % of Clients Served
0 to 30% AMI (Extremely Low-Income)	73% (Range 50% to 90%)
>30% to 50% AMI (Low-Income)	16% (Range 5% to 30%)
>50% to 80% AMI (Moderate-Income)	11% (Range 0% to 30%)

Source: Online survey conducted from 8/23/2022 to 9/12/2022 by IDM.

Strengths of Cedar Falls Housing Market

Respondents identified many of the same strengths expressed by other stakeholders, including high-quality housing and attractive neighborhoods. One respondent commented that the community is “beginning to reach out to underserved (minorities and those unable/unwilling to buy housing).” The respondent also noted that older neighborhoods have good housing options available for renters.

Weaknesses of Cedar Falls Housing Market

Respondents strongly emphasized that housing is often unaffordable, especially for renters. The market for college rentals is perceived to “artificially inflate” rental costs. Concern was also expressed about the community’s approach to people who are underserved by the current housing market, including many people of color.

- *“Council is not willing to reach out to underserved in a meaningful way.”*
- *“More concern is shown to landlords than the community and those who could be good renters.”*
- *“Population with low incomes (excluding students and retirees) tends to be concentrated in a few areas- (e.g., North Cedar), rather than dispersed throughout the community.”*
- *“Most people we work with will relocate from Cedar Falls to Waterloo because of the housing market.”*

Characteristics of Cedar Falls Clients

Depending on the agency represented, the share of clients from Cedar Falls ranged from less than 3% to 25% of all clients served by the agency. Some agencies reported an increase in clients from Cedar Falls since the start of the COVID-19 pandemic, with one agency reporting a 20% increase, and another reporting that inflation and other pandemic impacts have pushed some Cedar Falls residents into homelessness. Other respondents reported a relatively small effect from the pandemic.

When asked if Cedar Falls clients had any notable differences from other clients, two respondents saw few or no differences, with one noting that “poverty is everywhere.” One respondent had insufficient data to answer the question, and the remaining two respondents suggested that Cedar Falls clients tend to have larger or more reliable incomes. One respondent reported that Cedar Falls clients were more likely to be college-educated, homeowners, age 25-44, work part-time, and live in 2-adult households without children. Taken as a whole, the respondents show that poverty is very much a part of Cedar Falls, and even households with some advantages such as education and employment are not immune to financial hardship.

Waitlists and Obstacles to Service Delivery

Of the five respondents, two respondents that serve homeless populations (including those fleeing intimate partner violence, sexual violence, and human trafficking) reported that they experience waitlists. One of these two respondents turns away clients in its service area 50 to 75 times per month due to lack of shelter capacity, and the other respondent reported a waitlist of 80 households throughout its service area (note that respondents’ service areas generally extend beyond Cedar Falls to neighboring communities).

Respondents described other limits to their ability to serve clients, including regulations for some funding sources that exclude certain groups, delays in the client providing required application materials, delayed

responses from landlords or utility companies to whom an agency would make payments on a client's behalf, and limited staff capacity.

Challenges and Barriers for Clients

Respondents described a wide range of challenges faced by their clients. They may experience housing instability due to an interruption in their income source, inflation, and the persistently high housing costs in Cedar Falls. Residents with these challenges may fall behind on rent or utility payments and be threatened with eviction. Even when clients receive Housing Choice Vouchers from the Cedar Falls Housing Authority or housing assistance from one of the agencies surveyed, they and agency staff struggle to find landlords willing to accept these forms of payment. In other cases, clients struggle with low-quality housing. Some subsidized rental developments in Cedar Falls are anecdotally reported to be in poor condition.

LMI residents in Cedar Falls also have limited public transportation options to access employment and other locations in the community. Another issue that was raised in the focus group, but not the survey, was child care availability. Some participants reported that affordable child care for their clients is limited, and some child care providers accept payment subsidies only from their own staff. With a median wage of \$9.51 in Cedar Falls (Table 4), child care workers ironically cannot afford the very service they provide.

Suggested Changes to Improve Housing Access and Service Delivery

Respondents from human service agencies spoke overwhelmingly in favor of more affordable housing options, including mixed-income rental developments with some units set aside for LMI households, including those exiting homelessness. They emphasized the importance of not concentrating affordable housing in specific areas of town, such as those prone to flooding. In addition, respondents noted that the City has an important role in ensuring rental housing quality and facilitating housing options. Some respondents called for the City to enforce housing code requirements for rental properties, and one respondent called for "less government intervention into shared housing solutions."

Respondents also spoke of the need for greater community awareness of the financial hardship faced by many Cedar Falls households, and of the services the agencies provide. In addition to raising awareness, respondents urged City leaders and residents to be inclusive and accepting of LMI neighbors and people from diverse backgrounds. Several respondents specifically encouraged landlords to be more accepting of potential tenants served by their agencies. These prospective tenants often have poverty-related barriers such as past evictions or a limited work history.

- *"Work to change the culture from one of 'us and them' to one of 'we'."*
- *"CF Schools help the kids during the day, but homes and neighborhoods need to see elected officials acting like they care (and want to be part of the solution)."*

Respondents indicated that more funding would help their missions, equally important are the policies and regulations that govern how the funding can be used. For example, respondents that provide rent assistance suggested Cedar Falls support a "damage contingency" fund for landlords who rent to recipients of Housing Choice Vouchers (Section 8) or other housing assistance, which would reimburse landlords for any damage done by the tenants. They noted that other communities have successfully used rental damage contingency funds for this purpose. Another respondent identified a need for funding to

increase their agency’s staff capacity, as well as more extensive and sustained support for housing costs beyond rent, such as water and garbage service.

In both the survey and focus groups, some participants expressed a need for additional dedicated funds in Cedar Falls to assist LMI owners and renters. Participants discussed the value of a potential Local Housing Trust Fund for Cedar Falls, which would be supported by annual State Legislature allocations provided through the Iowa Finance Authority.

VI. Housing Policies and Programs in Cedar Falls and Other Communities

This section briefly summarizes City of Cedar Falls policies and regulations regarding housing development, and details the handful of City subsidies and incentives to promote certain specific housing activities. Examples of housing programs from other Iowa communities are also provided.

A. Zoning, Subdivision, and Building Ordinances

Development in Cedar Falls, as in most cities of similar size around the nation, is governed by ordinances regarding construction and alteration of structures as well as installation of infrastructure. These ordinances are summarized below, from those with the broadest scope (zoning) to those with the most specific and technical scope (building codes). Parts of these ordinances are updated periodically by the City Council.

1. Zoning Ordinance

The City’s Zoning Ordinance regulates the types of development that are permitted in different parts of the City and under what conditions. The accompanying Zoning Map shows which development types are permitted in which locations. The Zoning Ordinance and Map together determine both the physical attributes of structures and lots as well as their allowed uses. While components of the Zoning Ordinance have been updated in recent years and decades, the framework of the Zoning Ordinance for most parts of the City dates back to the early 1970s. In older neighborhoods, much of the development precedes the City’s initial adoption of zoning codes in the 1920s, and zoning districts were imposed “after the fact” to regulate subsequent development and modifications to the neighborhoods.

Like many traditional zoning codes, the Cedar Falls zoning code includes several residential districts that permit housing in varying forms and densities. These districts are briefly summarized in Table 25. The first four districts listed below allow for increasing densities of residential units, with R-3 and R-4 allowing multi-unit buildings and higher maximum heights. Table 25 is not an exhaustive list of requirements per district – for example, it does not include minimum lot width or yard width requirements. Generally speaking, lower-density residential districts have higher minimum requirements for such dimensions.

Table 25. Residential and Related Zoning Districts in Cedar Falls.

Zoning District	Permitted Residential Uses*	Lot Area Per Unit (Sqft)	Maximum Dwelling Height
R-1SU Single-Unit Residence District	Single-unit dwellings (detached)	9,000	35' or 2.5 stories
R-1 Residence District	Single-unit dwellings (detached or attached), duplexes	5,000 to 9,000	35' or 2.5 stories
R-2 Residence District	Single-unit dwellings (detached or attached), duplexes	4,000 to 7,200	35' or 2.5 stories
R-3 Residence District	Single-unit dwellings (detached or attached), duplexes, multi-unit buildings	2,500 to 7,200	45' or 3 stories**
R-4 Multiple Residence District	Single-unit dwellings (detached or attached), duplexes, multi-unit buildings, mobile home parks	450 to 6,000	45'***
R-5 Residence District	Single-unit dwellings (detached)	43,560	35' or 2.5 stories
R-P Planned Residence District	Allows developers to propose and City to approve mixed-use developments with residential and up to 15% (by area) low-intensity commercial uses, generally on sites ≥10 acres. Residential development requirements are generally the same as for R-4 districts, although no minimum height requirements apply and no minimum yard requirements apply except around the district boundaries.		
CHN College Hill Neighborhood Overlay Zoning District	Specifies requirements in addition to those of the underlying "base" zoning districts, with the intent to preserve neighborhood character. Requirements include but are not limited to: <ul style="list-style-type: none"> • Minimum on-site parking requirements • Landscaping • City review of dimensions, placement, and design for new detached accessory structures exceeding 300 sqft in floor area • Limitations on additions of dwelling units to existing residential structures • Design review for new construction, building additions, and substantial changes to single-unit residences 		
MU Mixed Use Residential District	Allows developers to propose and City to approve mixed-use developments to serve as viable, self-supporting neighborhood districts, generally on sites ≥10 acres. In contrast with the R-P district, the MU district imposes height limitations and additional landscaping, open space preservation, and design review requirements.		
Character District - Downtown (CD-DT)	Character districts use a "form-based code" for designated multiuse urban areas, rather than a traditional zoning code that closely regulates permitted uses. Character districts regulate elements of urban form including building size, scale, and building setbacks from streets. They allow for flexibility in building design and placement as long as minimum requirements are met.		

Source: Cedar Falls Zoning Ordinance. *This table simplifies the terminology used in the zoning code for specific unit types. The table does not include other, typically low-intensity uses that may be permitted in Cedar Falls residential districts, such as churches, day cares, and professional offices. **Some exceptions allowed in district regulations.

Table 25 also describes several zoning districts with broader and more flexible requirements than the “traditional” residential districts. Some districts (e.g. Planned Residence and Mixed Use Residential) allow for greater flexibility than traditional zoning districts in the mix of uses, as well as building forms and densities, allowed on multi-acre tracts undergoing new development or redevelopment. Developers propose plans for developments in such districts, which are subject to approval by the City planning staff, Planning and Zoning Commission, and Council.

Because the City’s requirements and expectations for such developments are more complex and flexible than in “traditional” zoning districts, the final specifications for such developments are typically the result of negotiations between developers on the one hand, and City staff and appointed and elected officials on the other. This process is typical of most cities with such zoning districts – not unique to Cedar Falls – and is intended to provide both flexibility to developers and assurance of development quality to cities.

Cedar Falls, like many cities, has also developed special zoning districts designed to foster the unique character of specific neighborhoods. The College Hill Neighborhood Overlay district includes several requirements designed to balance the needs of development serving the University of Northern Iowa community with those of existing neighborhood residents. Additionally, the City established a Character District for the downtown area in 2021. This district uses a “form-based code” approach that is well suited to regulating the built environment of mixed-use urban districts, with the intent of promoting a functional, walkable, “human scale” environment for people using streets and other public spaces within the district. Form-based codes like that in the Character District regulate elements such as building heights, setbacks, and design visible from the street, with fewer use regulations than in “traditional” zoning. The Character District provides developers with some flexibility regarding how they meet minimum requirements for urban form. In the future, the City zoning map may be amended to designate additional neighborhoods as Character districts.

Notably, the City’s Zoning Code does not explicitly permit Accessory Dwelling Units (ADUs) in any district. ADUs – sometimes known as “granny flats” or “mother-in-law apartments” – are small units built on a lot that is occupied by a primary residential structure, usually a detached single-family home. ADUs have all facilities needed for year-round occupancy by a person or a small household, including kitchen and plumbing facilities. ADUs can take multiple forms, including small detached buildings and second-story apartments on detached garages. By offering small units in established neighborhoods with existing infrastructure, City ordinances that permit ADUs can expand the supply of affordable rental housing.

2. Subdivision Ordinance

Cedar Falls’ Subdivision Ordinance, like those in other cities, regulates the process, materials, physical dimensions, and certain environmental protection measures used by developers when transforming vacant land into legally defined parcels served by streets, water, sewer, and other infrastructure. In most cases, the infrastructure for new developments will be publicly owned and maintained once completed. The Subdivision Ordinance also applies to redevelopment or modification of existing developed land. Subdivision ordinances are typically more detailed and technical than zoning ordinances, with less spatial variation in requirements across a city. Provisions in Cedar Falls’ Subdivision Ordinance include but are not limited to:

- Minimum requirements for public infrastructure to serve the proposed development, including streets, water, sewer, electrical, natural gas, and communications systems; as well as provisions for connecting new infrastructure to existing City infrastructure.
- Environmental protection requirements, including soil erosion control requirements during construction, restrictions on development within floodplains, and dedication of parks and recreational areas as required by City plans. The soil erosion control provisions are typically incorporated in a Stormwater Pollution Prevention Plan (SWPPP) for developments, which the City requires to ensure compliance with its National Pollutant Discharge Elimination System (NPDES) permit issued by the U.S. Environmental Protection Agency (EPA).
- Procedures for developer submittal and City approval of maps or “plats” showing existing and proposed parcels, infrastructure, and other elements of proposed developments. All types of subdivision, including splits of individual parcels, must ultimately be approved by the City Council.
- Requirements for developers to provide bonds and/or cash to ensure the timely completion and maintenance of new development.
- Minimum lot and street dimensions. For example, the Cedar Falls Subdivision Ordinance specifies a minimum lot width of 60 feet, except for certain lots on curvilinear streets or in zoning districts without minimum lot requirements, in which case the minimum lot width is 40 feet. The Subdivision Ordinance also specifies a minimum width of 60 feet for residential street rights-of-way.

3. Building Codes

This document uses “Building Codes” as an umbrella term to refer to several codes typically adopted by cities to regulate physical and functional details relating to the health and safety of buildings for occupants and the general public. Such codes currently adopted by the City of Cedar Falls include:

- 2021 International Building Code
- 2021 International Residential Code
- 2021 International Fire Code
- 2009 ANSI A117.1 (Accessibility Code)
- 2020 National Electrical Code
- 2021 International Mechanical Code
- 2021 Uniform Plumbing Code
- 2021 National Fuel Gas Code
- 2012 International Energy Conservation Code (this code is adopted by the State of Iowa and enforced by the City)

Cedar Falls, like many cities of similar size, typically adopts a certain year’s version of a building code provided by an entity that prepares model codes, such as the International Code Council. The City’s adoption ordinances specify certain provisions that are superseded locally by more stringent provisions (or less stringent, if allowed by State law).

B. Cedar Falls Housing Subsidies and Incentives

In contrast to many other communities within the region, Cedar Falls does not currently offer broad-based financial incentives for housing development (see Table 26). As a city with a typically robust housing market, Cedar Falls historically has not needed such measures to boost housing development as smaller, more rural communities have.

Cedar Falls currently offers two general types of financial assistance for housing. The first is an array of programs funded by the City's Community Development Block Grant (CDBG) and HOME allocations from HUD. The second is a rental conversion program supported by local city funds. These programs are described in more detail below. (The Housing Choice Voucher program was discussed separately in Section IV.C.3.).

1. Community Development Block Grant and HOME programs

Cedar Falls receives an annual allocation of CDBG funds, which has ranged from about \$253,000 to about \$275,000 in the last five years. Funds not spent in one fiscal year may be carried over to a subsequent year, with some restrictions imposed by HUD to ensure timely expenditure. The City typically spends over half of its annual CDBG allocation on improvements to public infrastructure and amenities (e.g. sidewalk infill, sewers, parks) that would otherwise be accomplished with local funds. Additional CDBG funds are typically awarded to social service agencies to be prorated to activities that benefit low- and moderate-income (LMI) Cedar Falls residents. Up to 20% of the City's annual allocation may be spent on administrative costs, including fulfillment of the CDBG program's extensive public input requirements.

Remaining CDBG funds are typically allocated to housing programs, although a portion of these funds may be diverted to neighborhood infrastructure and amenity projects. Federal regulations do not allow the use of CDBG funds for new residential construction, except in limited circumstances.

In addition to its CDBG allocation, Cedar Falls has access to HOME funds due to its membership in a HOME consortium with the City of Waterloo²¹. As the consortium's lead entity, Waterloo administers HOME funds for both cities and must approve all proposed HOME projects in Cedar Falls. HUD designates about \$90,000 in HOME funds annually for Cedar Falls.

For rehabilitation of existing housing, whether funded by CDBG or HOME, significant constraints are posed by HUD's Lead Safe Housing Rule. For units that are known or presumed to contain lead-based paint, a project budget of \$25,000 or higher (not including costs specific to containment of paint chips and dust) triggers a federal requirement to fully abate lead hazards (i.e. by removing or permanently encapsulating building components with lead-based paint). *This applies to all projects with budgets of \$25,000 or higher, even if costs over \$24,999 are paid by non-federal funds.*

Lead abatement is more costly than temporary lead hazard reduction measures (e.g. repainting wood siding and windows), and the pool of certified abatement contractors is relatively small. If a home is found eligible for the National Register of Historic Places, it is subject to the less stringent lead hazard reduction

²¹ Direct CDBG and HOME allocations from HUD are typically only available to "entitlement communities," including principal cities of Metropolitan Statistical Areas, other metropolitan cities with populations of at least 50,000, and urban counties with populations of at least 200,000 outside their entitlement cities. If Cedar Falls were not a member of the HOME consortium for which Waterloo is the lead entity, Cedar Falls would not be eligible for CDBG or HOME allocations.

requirements, though homes are rarely eligible. As a result, Cedar Falls, and many other cities across the nation, generally do not fund rehabilitation projects with budgets of \$25,000 or higher.

Current CDBG- and HOME-funded housing programs include:

Owner-Occupied Rehabilitation and Repair

This program provides grants up to \$10,000 for urgent home repairs related to health, safety, or code violations, as well as 5-year forgivable loans up to \$20,000 for repairs related to health, safety, energy efficiency, accessibility, and prevention of future system malfunctions. Property owners must be LMI, as required by federal CDBG regulations, and must meet additional City requirements. Because of the CDBG program's extensive federal requirements, including procurement standards and environmental and historic reviews, the City cannot respond timely to true "emergency" situations with these funds²². While mobile homes are eligible for CDBG rehabilitation funds according to federal regulations, City policy does not extend eligibility to mobile homes.

In the last four years, the City has allocated \$11,000 to \$37,000 annually for owner-occupied rehabilitation and repair projects, sufficient for one (1) to three (3) projects per year²³. These funds must cover staff costs for managing projects as well as actual rehabilitation work. Households are generally served on a first-come, first-qualified basis. As of this writing, the program has 16 homeowner applications approved or under consideration for assistance, highlighting the fact that potential demand exceeds supply for these funds.

In limited circumstances, HOME funds may be used for rehabilitation projects up to \$20,000. However, HOME requirements are more stringent than those for CDBG, limiting the types of rehabilitation projects that HOME can fund. Most notably, the after-rehabilitation value of homes assisted must not exceed \$159,000 according to HUD's FY 2022 limits, and *all* deficiencies must be addressed within the limited

²² The most time-consuming of these requirements is often the historic review requirement. Proposed projects for homes built 45 or more years ago must be submitted to Iowa's State Historic Preservation Office (SHPO) for a review of whether the home is eligible for the National Register of Historic Places. This is the case even for projects that clearly have no impact on a home's historic character, such as plumbing repairs, electrical work, or roof replacement with like materials. In some cases, proposed projects for newer homes must be submitted to SHPO as well. While SHPO may expedite reviews on request for urgent projects with no exterior impact, they are under no obligation to do so and may take up to 30 days to comment on the project. Cedar Falls, like most other Iowa communities that receive CDBG or HOME funds, does not have the capacity to enter into a Programmatic Agreement (PA) or Programmatic Memorandum of Understanding (PMOU) with SHPO to make certain determinations without consulting SHPO. For SHPO to approve a PA or PMOU with another entity, that entity must have access to the services of a qualified architectural historian, whether on their own staff or through a consulting agreement. A PA or PMOU would potentially allow a city to determine certain projects exempt from SHPO review. If other cities in Iowa exempt certain CDBG and HOME projects in homes built 45 or more years ago, in the absence of a PA or PMOU with SHPO, they are likely out of compliance with HUD requirements.

In some cases, another barrier to quick project completion may be posed by federal and City procurement requirements. For projects with an expected value of \$5,000 or more, competitive quotes or bids must be obtained, and the pool of contractors that meet federal requirements is usually limited. (Specifically, contractors must be registered on SAM.gov unless the City can demonstrate that no such contractors responded to a procurement attempt.) If quotes or bids are not received timely from contractors, a project may be significantly delayed.

²³ The City received a special allocation of CDBG funds from the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act in 2020, and allocated \$100,000 for owner-occupied repair projects.

project budget. Additionally, the requirement for project approval from and coordination with the City of Waterloo adds a layer of administrative complexity that can delay or prevent projects from proceeding.

Rental Rehabilitation

This is a new CDBG program launched by the City in 2022, partly with the intent of encouraging more landlords to accept tenants with Housing Choice Vouchers. This program provides forgivable loans for rehabilitation of rental units that are currently rented by HCV recipients, or can reasonably be expected to be rented to HCV recipients within 3 months of project completion. The program provides up to \$24,999 per HCV unit as a 5-year forgivable loan for buildings with up to 6 units. The Rental Rehabilitation program currently has about \$50,000 in funding, sufficient for about two (2) to three (3) projects plus staff costs. Five (5) rental rehabilitation projects are currently approved or in the pipeline, but none have started yet.

Single-Family New Construction

HOME funds are potentially available for new construction of single-family homes, whether on newly developed or infill lots. One (1) new construction project, to be completed by Iowa Heartland Habitat for Humanity, is currently awaiting administrative approvals from Waterloo. Depending on the amount of assistance provided for new home construction, a HOME-funded dwelling must have a deed restriction ensuring that the unit remains affordable to LMI buyers for 5 to 20 years.

2. Rental Conversion Program

Using General Revenue funds, the City provides forgivable loans up to \$10,000 for conversion of single-family rental properties to owner-occupied properties, with eligible costs generally including major exterior improvements. The program is intended to preserve the character of older, predominantly owner-occupied neighborhoods by reversing (to a small extent) the trend of owner-occupied homes being converted to rentals targeted to University of Northern Iowa students. Funds are available for rental-to-owner conversion projects in an area west of downtown that extends from 1st Street to 4 Winds Drive south of the University of Northern Iowa campus. Preference is generally given to projects in neighborhoods where fewer than 50% of residences are rentals, and for which owners commit matching project funds in a ratio greater than 1:1.

In recent years, with some exceptions, the City has allocated \$100,000 annually for the Rental Conversion program for up to ten (10) projects. To date, 28 single-family homes have been converted from rental to homeownership, or are in the process of being converted. Obviously, the Rental Conversion program removes units from the rental stock in a market where many renters already struggle to find affordable housing options. However, the numeric impact on the City's rental (and owner) stock has been relatively small, and is believed to be eclipsed by the benefits for neighborhood character for which the program was originally created.

C. Other Housing-Related Programs Available in Cedar Falls

To some extent, other local and state entities provide housing-related assistance to Cedar Falls residents. The major programs available are listed and summarized briefly below. The funding for these programs is typically limited, preventing many Cedar Falls households in need from receiving assistance for which they might qualify.

Conspicuously absent from the list below is a Local Housing Trust Fund (LHTF) serving Cedar Falls. Most areas in Iowa are served by one of 27 LHTFs, which are funded by annual grants from the State Housing Trust Fund administered by the Iowa Finance Authority, as well as local matching funds (minimum match requirement will rise to 25% by 2025). The City of Waterloo is served by the Waterloo Housing Trust Fund (WHTF). The Iowa Northland Regional Housing Trust Fund (INRHC), founded in 2004, serves a region including Black Hawk County, but its service area excludes Waterloo and Cedar Falls. IFA requires newly formed trust funds to be organized as 501(c)(3) nonprofit organizations and to draft bylaws that meet certain requirements for board composition.

LHTFs fund a wide range of housing activities for LMI households, including owner-occupied and rental rehabilitation programs, improvements to emergency shelters and group homes, and down payment assistance. The state regulations governing the LHTFs are much less stringent than those governing federal housing programs such as CDBG and HOME, allowing the funds to be used more flexibly and administered more efficiently.

Operation Threshold (OT)

Operation Threshold (OT) is a 501(c)(3) nonprofit serving Black Hawk, Butler, and Grundy Counties. As a designated Community Action Agency (CAA), OT administers several federal social service grants. Services provided in Black Hawk County include low-income energy and weatherization assistance, short-term rental assistance, and furnace replacement. Notably, OT is able to replace furnaces for qualified households much more quickly than the City's CDBG repair program can, since OT's program has fewer regulatory requirements. OT programs typically have maximum income limits far lower than 80% AMI (e.g. 200% of the federal poverty level).

Cedar Falls Utilities

Cedar Falls Utilities is a community-owned municipal utility. On a case-by-case basis, CFU may assist homeowners with repairs and renovations related to energy efficiency, including insulation and furnace replacement. CFU uses the same income limits as those for Operation Threshold's energy assistance programs, which are generally 200% of the federal poverty level. When CFU assists homeowners solely with its own funds, it can assist with emergency situations far more quickly than the City can with CDBG funds, for the same reason that OT can assist more quickly. On some occasions, CFU has partnered with the City to contribute additional funds to projects funded by CDBG or HOME.

CFU also operates the highly successful Add-A-Dollar program, which uses voluntary contributions from account holders to assist LMI households unable to pay their heating bills during winter months.

Northeast Iowa Area Agency on Aging

The Northeast Iowa Area Agency on Aging (NEI3A) is a 501(c)(3) nonprofit serving a multi-county region including Black Hawk County, and is part of a statewide and nationwide network of Area Agencies on Aging. NEI3A serves as a point of entry for seniors seeking services and financial resources, as well as for their caregivers and advocates. NEI3A also provides some services directly in parts of its service area, using local, state, and federal grants. Such services may include home modifications and housekeeping assistance. However, as noted in senior housing focus group (Section IV.D.2.), funds are limited for these programs, whether NEI3A operates them directly or provides referrals.

Other Social Service Providers and Charitable Organizations

Several local nonprofit service providers, including Salvation Army, House of Hope, Friends of the Family, Eastside Ministerial Alliance, and Jesse Cosby Center, offer shelter to people experiencing homelessness, as well as one-time housing assistance in the form of emergency rent or mortgage payments and security deposits. Some other local charities, such as St. Vincent De Paul and Love in the Name of Christ (Love INC) may also offer housing assistance payments. The housing assistance offered by these organizations is typically a small dollar amount per recipient, and the overall funding pools are small. The availability of assistance from these organizations may also fluctuate as one-time federal, state, and local grants are awarded and exhausted.

Iowa Finance Authority

The Iowa Finance Authority (IFA) offers several homebuyer assistance programs, including mortgages with below-market interest rates (in partnership with local lenders) and down payment assistance. Most of these programs have income limits, but the limits typically exceed 80% AMI.

D. Housing Policies and Programs in other Iowa Cities

1. Use of Tax Abatement and Tax Increment Financing

As noted above, many communities in the region offer financial incentives for housing development. Specifically, many communities use authority provided by the Iowa Code to offer tax abatements or Tax Increment Financing (TIF) assistance for residential development. Table 26 provides information on the use of these programs by several comparison cities in Northeast Iowa.

Tax abatements are authorized and regulated primarily by Iowa Code Chapter 404. To offer tax abatements in all or part of its jurisdiction, a city or county must first designate the area as an “Urban Revitalization Area,” which may be achieved in multiple ways without a requirement for the area to have demonstrable slum or blight conditions. When a city or county designates an Urban Revitalization Area for tax abatement under Chapter 404, the abatement applies to taxes collected for all taxing districts in the area, not just the city or county taxing district. Cities and counties may offer 100% tax abatements for residential properties for up to 10 years following new construction or improvements on the property, although jurisdictions offer tax abatements for shorter time periods.

A majority of communities listed in Table 26 offer some degree of tax abatement for new residential construction, improvements over a certain minimum value, or both. Some communities offer 100% tax abatements, while others may abate a lower percentage of taxes, often receding over a period of 3 to 5 years. Communities may modify or sunset their tax abatement programs over time – for example, Grundy Center has discontinued tax abatements for single-family residential units, and now offers them for multi-residential developments only.

Notably, Denver and Evansdale have regressive tax abatement programs, with more generous incentives for higher-value improvements. Such programs are likely to incentivize higher-end development rather than more moderately priced development.

Most communities in Table 26 have also used **Tax Increment Financing (TIF)** at some point to support infrastructure for residential development. (Waverly is a notable outlier that has used neither tax abatement nor TIF to support housing activities.) By designating an area as a TIF district, a community

ensures that the majority of *new* tax valuation from a development project (the tax increment) will be dedicated to repaying the funds it borrowed to finance the project. Iowa Code requires that a community repay TIF loans for a housing development within 10 years. To create a TIF district (also known as an Urban Renewal district) under Iowa Code Chapter 403, a community must make a documented finding that the district is subject to slum or blight. When a community designates a TIF district for residential development, it may provide TIF funds for housing infrastructure as either a rebate or an up-front investment:

- TIF Rebate: According to an agreement with the City, the developer pays for all or a portion of infrastructure costs for a housing development. As homes are developed, purchased by buyers, and added to the tax rolls, the City pays a rebate to the developer, using TIF funds to offset the rebated taxes. This option minimizes financial risk for the City.
- TIF Up-Front Investment: The City either provides a grant to the developer for some or all housing infrastructure costs according to an agreement or builds the infrastructure itself. The funds borrowed to pay for infrastructure are repaid with TIF. This option poses a higher financial risk for the City.

According to Iowa Code Chapter 403.22, when a community uses TIF to support housing developments, it must generally set aside a percentage of tax increment revenue to support housing activities to benefit LMI households, such as owner-occupied rehabilitation or homebuyer assistance. TIF LMI set-aside funds may potentially be used for demolition of dilapidated structures as well, provided that new housing affordable to LMI households is built on the cleared land within a reasonable timeframe. The percentage of TIF revenue to set aside for LMI housing is generally equal to the County's percentage of residents that are LMI (43.93% in Black Hawk County)²⁴. For comparison, 39.87% of Cedar Falls residents are LMI – a number that may be partly driven by the presence of student households.

²⁴ Percentages are based on special calculations by the U.S. Census Bureau for the U.S. Department of Housing and Urban Development (HUD). Specifically, the percentage refers to the number of *people* that are in LMI *households*. There is a long lag time between the release of the datasets on which the LMI percentages are based, and the release of HUD-calculated percentages. HUD's current LMI percentages are based on the 2015 5-year American Community Survey (ACS), which was conducted from 2011 through 2015.

Table 26. Residential Tax Incentives in Cedar Falls and Selected Comparison Cities in Northeast Iowa.

City	Tax Abatement/Rebate Incentive(s) Available	Has TIF supported housing development?
Decorah	<ul style="list-style-type: none"> • <u>Residential</u>: Tax abatement of 100% of value added from new construction and improvements to existing property for 5 years (minimum 10% value increase). • <u>Multi-Residential</u>: Tax abatement of 100% of the first \$40,000 of value per unit from new construction for 5 years (except in a specific subdistrict where new construction or rehabilitation is eligible for a 10-year tax abatement schedule receding from 90% to 70% of value added). Minimum 10% value increase. 	Yes
Denver	<ul style="list-style-type: none"> • 100% tax abatement on new building valuation for 4 to 7 years (more years of abatement for higher valued property); • Hookup fee waiver valued at \$500. 	Yes
Dubuque	100% tax abatement for 10 years on valuation increase $\geq 10\%$ for improvements only (land value not included in calculating value increase).	Yes
Evansdale	<p><u>New Residential or Multi-Residential Construction</u>: 50% tax abatement on the first \$75,000 of value added for 3 to 5 years (more years of abatement for higher valued property)</p> <p><u>Additions or Remodeling</u>: 50% tax abatement for 4 years for value increases at least \$10,000 and 15% of value, up to \$75,000 per year.</p>	Yes
Grundy Center	<p><u>Residential</u>: Tax abatements discontinued.</p> <p><u>Multi-Residential</u>: Year 1-5: 100% exemption of value added. Year 6-10: 50% exemption of value added. Improvement must increase valuation by at least 10% to be eligible.</p>	Yes
Hudson	Residential tax abatements are not offered.	Yes
Jesup	City discontinued residential tax abatements in 2018.	Yes
Waverly	No financial incentives for residential development are offered, but the City reimburses developers on a case-by-case basis for oversizing infrastructure that may benefit future developments.	No

Source: City websites, INRCOG personal communication with cities, 2022-2023. Note: The term “residential” in this table refers to single-family units, as opposed to “multi-residential” developments.

Cities may apply to the Iowa Economic Development Authority (IEDA) for a variance from using the countywide LMI percentage as the basis for the TIF LMI set-aside. For example, the City of Hudson obtained a variance to set aside 20% of revenue from a TIF residential development. At the time, Black Hawk County's LMI percentage was 45.43% while Hudson's was 17.13%. However, as noted above, the difference between the countywide and Cedar Falls LMI percentages is much narrower. If Cedar Falls were to request a variance below its own LMI percentage, it would likely need to estimate what the percentage would be without student households, which would be extremely difficult or impossible²⁵.

The City of Cedar Falls used TIF to support infrastructure for the Fox View First Estates development in North Cedar Falls in the late 1990s and early 2000s (see Appendix 2), but has not used TIF for residential development since then. Two examples of TIF used for housing developments in the last decade are found in the cities of New Hampton and Eagle Grove:

- The City of New Hampton has used TIF to support infrastructure for housing development in the Melrose Addition, including condominiums in a six-unit structure, initially valued from \$130,000 to \$146,000; attached single-family homes valued from \$200,000 to \$260,000 in two duplex structures; and single-family homes valued from \$275,000 to over \$350,000 on 1/3 acre lots. The City found that the rate at which units sold was inversely proportional to their cost. Only three 1/3 acre lots were sold in ten years, and the duplex units sold relatively slowly as well. However, the 6-plex condominiums sold quickly, and appeared to fill pent-up demand from seniors seeking to downsize from larger homes.

The Melrose Addition's incremental property value increase has been sufficient to repay the TIF loan so far, even with over 40% of the revenue being set aside for LMI housing according to state requirements. However, in discussing possible incentives for future housing development, City leaders have expressed doubt that a TIF development with moderately priced condominiums alone would generate sufficient revenue to repay a TIF loan.

- The City of Eagle Grove offers a Commercial Construction Incentive Program (CCIP), a TIF housing development program structured as a commercial investment program, allowing it to avoid the LMI set-aside requirement. The program provides a dollar-for-dollar match up to \$40,000 for qualifying residential development. It is classified as commercial TIF development because assisted housing developers are required to use goods or services from one or more local businesses. CCIP has been offered in conjunction with a large-scale effort to demolish dilapidated properties acquired through the 657A process, with demolitions funded by General Obligation

²⁵ The University of Northern Iowa could provide data on the number of unmarried students that live independently off-campus. However, it might be necessary to determine which students live alone vs. with roommates or partners. If the Census Bureau counts a student as a member of a multi-person household rather than a single-person household, it is more likely that the household members' combined incomes might exceed 80% AMI, and the student would not be counted as an LMI person. Even if privacy considerations allowed UNI to cross-reference addresses to determine which students live together, UNI would not be able to determine which students have non-student roommates or partners. Moreover, it would be difficult or impossible to determine how students completed their Census or American Community Survey (ACS) forms – e.g. whether a household of students completed one form together or individual forms, whether a student identified their place of residence as Cedar Falls or their home community, etc. If it is possible to answer these questions, it would likely require the analysis of the Census Bureau's Public Use Microdata Sample (PUMS) data from the ACS using statistical software.

(GO) bonds. Eagle Grove reports that CCIP has been especially useful for supporting new construction of new homes in the range of \$150,000 to \$200,000, which often lack sufficient return on investment for private developers to build on a speculative basis.

Most communities do not provide both TIF and tax abatement incentives within the same geographic areas. TIF generally provides a more powerful incentive than tax abatements for new, large-scale residential developments. However, tax abatement programs are useful for incentivizing smaller-scale residential improvements outside of Urban Renewal Areas, including on infill lots or on newly developed lots that are selling more slowly than anticipated.

2. Sample Policies and Programs in Other Iowa Cities

Dubuque

The City of Dubuque offers a range of housing programs funded by Community Development Block Grant (CDBG) funds, TIF LMI set-aside funds, and repaid funds from existing loan programs. CDBG funds support activities for LMI households, at least in part, while activities for households over 80% AMI are financed solely with local funds.

Homeowner Rehabilitation Loan Program:

Offers zero-interest loans up to \$25,000 (or \$35,000 if lead-based paint is found). Loan term and monthly payment depends on income level but does not exceed \$60/month. Loans for Extremely Low-Income (ELI) households are deferred until property sale. Dubuque offers both a citywide rehabilitation loan program, and a program with more flexible underwriting standards targeted to a specific neighborhood.

First-Time Homebuyer Loan Programs:

Several programs offer zero-interest loans to first-time homebuyers, including both LMI buyers and those between 80% and 100% AMI, with monthly payments up to \$60. For households under 30% AMI, up to \$25,000 is available. \$25,000 loans are deferred for 5 years and then repaid over a 35-year term. For households at or above 30% AMI, up to \$5,000 is available with a maximum 8-year loan term, with loan deferral for the first 5 years available. A specific neighborhood has a similar program with larger loan amounts over longer terms for LMI households at or above 30% AMI. Recipients commonly participate in Iowa Finance Authority down payment assistance programs as well.

Rental Damage Reimbursement Program:

Reimburses landlords up to \$2,500 per unit if a tenant receiving rental assistance causes damage that exceeds the security deposit. Reimbursement is available for tenants assisted by Housing Choice Vouchers from the Dubuque Housing Authority, or by funds from the East Central Intergovernmental Association (ECIA), Catholic Charities, or the Hawkeye Area Community Action Program (HACAP).

West Des Moines

At the Mayor's initiative, the City of West Des Moines launched the Historic West Des Moines Housing Fund in July 2022 as a 3-year pilot program, supported by City general funds, Polk County funds, and bank

contributions, with no federal funds involved. The fund supports the following programs in a designated historic section of West Des Moines:

Home Improvement Program:

Provides 10-year forgivable loans up to \$25,000 for exterior repairs for homeowners up to 110% AMI. Owners are required to provide matching funds unless they are below 60% AMI and 65 or older. The required match amount ranges from 10% to 50% of project costs, with higher-income households required to contribute higher match. Active-duty military, veterans, and first responders are eligible for an additional \$2,500 grant. Since the program was launched, it exceeded expectations by serving over 40 eligible applicants with an average income of 56% AMI.

Down Payment Program:

Provides \$2,500 to \$7,500 to households up to 100% AMI for down payment and closing costs. Up to \$2,500 is provided as a 5-year forgivable loan, with an additional \$5,000 available as an 8-year forgivable loan.

Rental Acquisition Program:

Under this program, the City purchases single-family rental properties for local nonprofits to renovate and sell to LMI buyers.

Urbandale

The City of Urbandale supports several programs operated by the Neighborhood Finance Corporation (NFC), a Des Moines-based nonprofit housing developer and lender. Most notably, the City supports NFC's Energy Advantage program, which provides LMI homeowners with a zero-interest deferred loan up to \$10,000 for energy efficiency improvements such as HVAC upgrades, EnergyStar window and door installation, heat pumps, and solar panels. In the most recent year for which data is available, the City contributed \$148,000 to NFC for programs in its corporate limits.

Iowa City

The City of Iowa City offers an even wider range of programs than Dubuque. Programs for LMI households are largely supported by CDBG and HOME funds, while programs for households over 80% AMI are supported by a diverse array of local funds. The most notable of these programs are described below:

General Rehabilitation Improvement Program (GRIP):

This program is available citywide and is funded by the City's General Fund. (Originally the program was funded by local bonds.) GRIP offers 20-year loans of \$10,000 to \$40,000 at 2.75% interest to homeowners up to 110% AMI for a wide range of improvements, including but not limited to additions, HVAC upgrades, and kitchen and bathroom renovations. The City allocates about \$200,000 annually to the program, which is usually self-sustaining or even revenue-generating due to loan repayments.

Affordable Housing Fund (AHF):

This fund is capitalized and sustained by City general revenue and contributions from developer agreements. Funds are distributed to the Housing Trust Fund of Johnson County and several City

programs, including but not limited to Healthy Homes and Historic Preservation (described below), as well as a security deposit program for LMI renters. AHP also supports a landlord risk mitigation fund to encourage landlords to rent to vulnerable tenants, including those who are homeless or at risk of homelessness. Similar to the City of Dubuque's risk mitigation fund, Iowa City's fund reimburses landlords in the event of damage to the unit or lost rent.

The AHF was originally capitalized with \$1,000,000 from a developer that received a lucrative opportunity to develop a large City-owned parcel, at a time when City residents and stakeholders had reached a strong consensus about the need for more affordable housing. The City contributed \$650,000 of General Funds to the AHF in 2018, and has contributed \$1,000,000 in General Funds to the AHF every year since then.

Density and Height Bonus for Affordable Housing:

Allows additional building height, beyond what zoning regulations would typically allow, for developments in a specific redevelopment district that set aside a minimum percentage of units for affordable or workforce housing, as defined by the City. *For density bonuses that result in two extra stories or fewer, City Council approval is not required.* In this and one other redevelopment district, the City also offers an exemption from certain parking requirements for units committed to certain affordable housing programs.

Tax Exemption for Affordable Rental Housing:

Developers are eligible for a 40% property tax exemption for 10 years in new residential developments with at least six units. To qualify, 15% to 20% of the total units must be leased to households under 40% of the area median income.

CDBG and HOME Owner-Occupied Rehabilitation Programs:

These programs fund a wide range of activities, including but not limited to comprehensive rehabilitation, energy efficiency, and accessibility for people with disabilities. Funds are available in targeted areas within the City, which generally have older homes and lower income levels. Assistance is provided as zero-interest loans or grants, depending on project type and recipient income, with maximum amounts ranging from \$5,000 to \$24,999 depending on activity. *Notably, Iowa City offers a Manufactured Home Repair program to provide up to \$5,000 to help mobile home owners with home safety items.*

HOME Rental Rehabilitation Program:

Provides a combination of zero-interest loans and grants for rehabilitation of single-family and duplex rentals, up to \$24,999 per unit within the same target areas for owner-occupied rehabilitation. Assisted units must remain affordable to tenants at or below 60% AMI for 5 to 10 years, depending on the amount of assistance received.

Healthy Homes:

Provides two-year forgivable loans up to \$7,500 for LMI households where a member has asthma or COPD. Funds are used to reduce air quality hazards – for example, by replacing carpet, repairing plumbing leaks, cleaning duct work, and adding air conditioning systems. Funds are available for

owner-occupied properties (*including mobile homes*) and rental properties. The program is funded by the local Affordable Housing Program funds (see above), and is conducted in partnership with the University of Iowa College of Nursing and the Iowa City Free Medical Clinic.

Historic Preservation:

Provides a 1:1 matching grant or zero-interest loan up to \$5,000 for repairs that preserve the character of local landmark houses, as well as certain homes in historic and conservation districts. Grants are available to homeowners up to 140% AMI, while loans are available to homeowners and renters over 140% AMI. This program is offered in partnership with Neighborhood Finance Corporation, a Des Moines-based nonprofit housing lender, as well as the Iowa Finance Authority's homebuyer programs. The program is funded by the local Affordable Housing Program (see above).

VII. Housing Supply and Demand Projections

This section projects supply and demand for new housing stock in Cedar Falls through 2040, using data on population and household size trends, home construction rates, and other factors. From 2018 through 2022, Cedar Falls issued an average of 117.1 residential building permits and 6.8 residential demolition permits annually (Table 27). In addition to demolition, some units are permanently lost to the housing stock every year due to abandonment or other circumstances that remove them from the housing market. Iowa State University estimates a total annual attrition rate of 0.9% of the housing stock at a selected starting point for metropolitan areas. At the current annual permitting rate, taking attrition into account, Cedar Falls will have an estimated 402 net new units by 2030, and an estimated 868 net new units by 2040.

Table 27. Projected Housing Supply through 2040 in Cedar Falls.

Current Housing Supply		
Variable	Number	Data Source
Current housing stock	16,997	2020 Census
Avg. new units/year	117.1	Building permit data 2018-2022
Avg. demolitions/year	6.8	Demolition permit data 2018-2022
Est. metro attrition rate	0.9%	IA State Housing Needs Assessment 2009
Avg. annual unit loss 2021-2030	76.9	Avg. of demolition and attrition rates
Avg. annual unit loss 2031-2040	70.5	Avg. of demolition and attrition rates
Projected Housing Supply		
Year	Total Housing Units	New Units Built since 2020
2030	17,399	402
2040	17,865	868

Housing demand is projected using the two population projections from Section II.A, and results are shown in Table 28. Most of Cedar Falls' projected population will consist of people in households who live in "regular" housing units (owner-occupied or rental). However, some City residents will live in group quarters, mainly consisting of college dormitories and nursing facilities. To estimate the number of people in households in Cedar Falls through 2040, the estimated number of people in group quarters are subtracted from the total projected population (see notes below for assumptions about the share of Cedar Falls residents in group quarters). The resulting population in households is divided by the average household size, which is projected to decline through 2040 as the senior share of the population increases. Cumulative housing demand includes both new households added since 2020, as well as the estimated 181 for-sale units that would be needed to bring the City's inventory to a healthy 5-month supply.

According to the low population estimates, Cedar Falls will have a shortfall of 569 units by 2030, increasing to 748 units by 2040. The high population estimates result in a shortfall of 911 units by 2030 and 1,453 units by 2040. The average shortfall would be 740 units by 2030 and 1,101 units by 2040.

Table 29 provides more detail on projected housing demand, starting with the low and high estimates of demand for new housing units from Table 28. Like the existing housing stock in Cedar Falls, a certain portion of the housing stock constructed through 2040 is expected to serve senior-headed households. This may include rental developments restricted to seniors, such as Thunder Ridge Senior Housing and Park @ Nine23, as well as "active living" and "independent living" complexes similar to those currently offered by Western Home Communities and NewAldaya Lifescapes. These developments currently have a "capture rate" of 21.9% of senior-headed households. Assuming that senior housing in Cedar Falls will maintain this capture rate through 2040, with a 10% vacancy rate, Table 29 estimates the cumulative number of senior housing units needed by 2030 and 2040 according to the low and high population estimates. The City will need 253 units by 2030 and 423 units by 2040 according to the low estimate, and 280 and 484 respective units according to the high estimate.

[See Editor's Note in Section IV.C.3. Due to the impending loss of subsidies and age restrictions at the 80-unit Park @ Nine23 rental development after 12/31/2023, the total supply of senior units will decrease. As a result, the "capture rate" of the senior population by such units will decrease as well. Incorporation of this change would result in higher demand estimates for non-age-restricted rental housing. As a result, this section underestimates non-age-restricted rental demand.]

For new households that do not live in senior housing, Table 29 apportions the remaining new housing demand between units for rent and owner-occupancy. In 2020, of the housing units not restricted to seniors in Cedar Falls, an estimated 64.9% of units were owner-occupied. Assuming the homeownership rate remains constant for new households that do not live in senior housing, with estimated owner and rental vacancy rates of 2% and 5%, respectively, low and high estimates are provided for cumulative new units needed through 2040 by tenure. These include low estimates of 468 owner units and 260 rental units by 2030, and 773 and 431 respective units by 2040. The high estimates include 677 owner units and 377 rental units by 2030, and 1,201 and 669 respective units by 2040.

Note that the figures provided in Table 29 are for *total* new housing demand by occupancy type, not just for demand that exceeds current housing construction rates.

Table 28. Projected Housing Demand through 2040 in Cedar Falls.

Projection/Variable	2030	2040	Notes
Population: Low Estimate	42,269	43,645	a
Population: High Estimate	43,116	45,380	a
Average Household Size	2.41	2.39	b
Seniors (age 65+) in Long-Term Care: Low Estimate	1,065	1,251	c
Seniors (age 65+) in Long-Term Care: High Estimate	1,087	1,301	c
Non-seniors in University Housing: Low Estimate	2,800	2,800	d
Non-seniors in University Housing: High Estimate	2,800	2,800	d
Total Households: Low Estimate	15,935	16,566	e
Total Households: High Estimate	16,278	17,272	e
Cumulative New Housing Demand: Low Estimate	959	1,590	f
Cumulative New Housing Demand: High Estimate	1,302	2,296	f
Cumulative New Housing Units Built since 2020	402	868	g
Housing Unit Shortage (Surplus): Low Estimate	569	748	h
Housing Unit Shortage (Surplus): High Estimate	911	1,453	h
Housing Unit Shortage (Surplus): Average	740	1,101	

a. From Section II.A. Figure 1.

b. 2030 HH size is assumed to be the average of the 2010 Census and 2020 5-year ACS household sizes. Assumed a 0.02 percentage point reduction in HH size from 2030 to 2040 due to aging population.

c. Senior share of population increased 4.7 percentage points from 2010 Census to 2020 5-year ACS, and is assumed to increase at the same rate through 2030. A 3 percentage point increase is assumed from 2030 to 2040 as the "silver tsunami" crests. The share of seniors long-term care facilities by 2.3 percentage points from the 2010 Census to the 2020 5-year ACS, and is assumed to increase at the same rate through 2030, and then stay constant through 2040.

d. 2020 Census data shows that the 3,023 college/university housing residents account for virtually all residents in non-institutional group quarters. Based on recent University of Northern Iowa enrollment trends, the population in university housing is assumed to be constant at 2,800 from 2030 through 2040.

e. To estimate population in households, the populations in long-term care and university housing are subtracted from the projected total population. The result is divided by the estimated average household size.

f. The total household estimate from the 2020 5-year ACS (15,157 households) is subtracted from the estimated total households for 2030 and 2040. Added to the difference is 181, the estimated for-sale inventory shortfall according to January 2023 data from the Northeast Iowa Regional Board of Realtors (see Figure 14).

g. From Table 27.

h. Cumulative new housing demand minus cumulative new units built since 2020. It is assumed that 3% of cumulative new units built should be vacant in a healthy market.

Table 30 breaks down the number of new owner-occupied, non-age-restricted units by price range by 2030 and 2040, according to the low and high estimates of owner-occupied housing need from Table 29. The proportion of closed listings by price range from 1/1/2019 through 9/9/2022 (Figure 6) is assumed to accurately reflect the spectrum of demand for new housing that will be added to the housing stock. Table 30 recommends that a majority of new owner units built through 2040 (59%) be priced below \$250,000, with 23% of units priced from \$150,000 to \$199,999. To achieve these prices at current construction costs, future development would need to rely heavily on alternatives to detached single-family homes, including single-family attached homes, condominiums, and townhomes. The suggested breakdown of new owner units by price would also help to fill the workforce housing shortages broadly identified in public feedback and illustrated in Figure 7.

Table 31 provides estimates of new, non-age-restricted rental units needed by 2030 and 2040, based on the estimates from Table 29. Estimates are provided for both market-rate and subsidized rentals. Based on the current number of subsidized rental units and leased-up vouchers, plus unmet demand for deeply subsidized units, the ideal subsidized percentage of rental units is estimated to be 21% of the rental stock – including 18% deeply subsidized units and 3% shallow-subsidy units. In practice, funding for new deep-subsidy rentals is extremely limited, so most below-market-rate rentals constructed in the future are likely to have shallow subsidies.

Table 29. Projected Housing Demand in Cedar Falls by Occupancy Type.

Projection/Variable	2030	2040	Notes
Cumulative New Housing Demand: Low Estimate	959	1,590	a
Cumulative New Housing Demand: High Estimate	1,302	2,296	a
Percent senior-headed households	32.2%	35.2%	b
Senior-headed households: Low Estimate	5,127	5,827	c
Senior-headed households High Estimate	5,237	6,075	c
New senior-headed households since 2020: Low Estimate	1,043	1,743	d
New senior-headed households since 2020: High Estimate	1,153	1,991	d
New senior housing needed: Low Estimate	253	423	e
New senior housing needed: High Estimate	280	484	e
New owner-occupied units needed (not age-restricted): Low Estimate	468	773	f*
New owner-occupied units needed (not age-restricted): High Estimate	677	1,201	f*
New rental units needed (not age-restricted): Low Estimate	260	431	g*
New rental units needed (not age-restricted): High Estimate	377	669	g*

a. From Table 28.

b. The senior-headed share of households increased by 5.2 percentage points from the 2010 Census to the 2020 5-year ACS. The share is assumed to increase by this same rate from 2020 to 2030, and by 3 percentage points from 2030 to 2040.

c. Total estimated households multiplied by the senior share.

d. Estimated senior-headed households minus 4,084 senior-headed households from 2020 5-year ACS.

e. Estimated new senior-headed households are multiplied by 21.9%, the share of senior-headed households that live in retirement communities (independent or active living) or subsidized rental developments. The product is divided by 90%, the assumed ideal occupancy rate for senior housing. (One subsidized development with 80 units accepts non-elderly tenants with disabilities, but is assumed to be fully for elderly tenants for the sake of simplicity.)

f. Estimated new senior units needed are subtracted from cumulative new demand. The difference is multiplied by 64.9% (the share non-senior housing units that are in the ownership market) and divided by 98%, the optimal occupancy rate for owner units.

g. Estimated new senior units needed are subtracted from cumulative new demand. The difference is multiplied by 35.1% (the rental share of non-senior housing units) and divided by 95%, the optimal occupancy rate for owner units.

*All Western Home Communities active living units (244), half of WHC independent living units (158), and half of NewAldaya active/independent living units (51) are assumed to be owner-occupied. The remaining active/independent living units (168) and subsidized senior units (122) in Cedar Falls are rentals. As noted in Section IV.D.1., active and independent senior living often has attributes of both owner and rental units, and Census bureau classification of these units is based on occupants' self-reporting.

Table 30. Cedar Falls Owner-Occupied Housing Needs through 2040 by Price Range (Not Age-Restricted)

Price Range	Needed % of New Units (from closed listings 1/1/19 – 9/9/22)	Cumulative New Units Needed by 2030		Cumulative New Units Needed by 2040	
		Low Estimate	High Estimate	Low Estimate	High Estimate
Less than \$100,000	3%	14	21	24	37
\$100,000 to \$149,999	15%	71	103	117	182
\$150,000 to \$199,999	23%	109	157	180	279
\$200,000 to \$249,999	17%	80	116	133	206
Over \$250,000	41%	194	280	320	497

Source: New owner units needed (not age-restricted) from Table 29, number per category proportionate to share of closed listings from 1/1/2019 to 9/9/2022 in Figure 6.

Table 31. Cedar Falls Rental Housing Needs through 2040 by Pricing Type (Not Age-Restricted)

Price Range	Estimated % Needed*	Total New Units Needed by 2030		Total New Units Needed by 2040	
		Low Estimate	High Estimate	Low Estimate	High Estimate
Market-Rate	79%	205	297	339	527
Deeply Subsidized	18%	47	68	78	121
Shallow-Subsidy	3%	8	12	13	21

Source: New owner units needed (not age-restricted) from Table 29. Assumed unmet demand for deeply subsidized rental units is equal to low-income, severely cost burdened, non-elderly family renter households; half of low-income, severely cost burdened, non-elderly owner-households; and 300 of the 1,415 low-income, severely cost burdened “other” households from Table 17 (assumed 300 is a reasonable estimate of such households that are not student-headed); and a 5% vacancy rate allowance; for a total unmet need of 663 units. **[See Editor’s Note in Section IV.C.3.]** The target subsidized share of new housing (21%) is calculated by dividing the sum of existing subsidized housing (360 project-based units plus 184 leased-up Housing Choice Vouchers) and unmet need (630 units) by the total renter stock from the 2020 5-year ACS (5,698 units). The target subsidized share is further divided by the current proportion of deep- and shallow-subsidy units – 86% and 14%, respectively. (86% x 21% = 18%, and 14% x 21% = 3%.) The split of rental housing needs into 79% market rate and 21% subsidized does not account for shallow subsidy demand because the data to estimate such demand is more limited than for deep subsidies.

VIII. Implementation Strategies

This section synthesizes the findings from this document, along with input from the Task Force and community stakeholders, to develop proposed strategies for meeting current and future housing needs in Cedar Falls. The following pages summarize several categories of implementation recommendations, with suggested responsible parties and timeframes for completion. **These proposed strategies are advisory only, and are NOT binding on the City of Cedar Falls or any other entity.**

For most of the strategies listed below, the primary responsible parties include City planning staff, the City's Housing Commission and Planning and Zoning Commission, the City Council, the Cedar Falls Economic Development Corporation, and local developers and builders. While some strategies involve discussions and data collection among City staff, City commissions and other stakeholders, other strategies – including amendments to City ordinances or allocation of City funds – would require action by the City Council.

In considering possible strategies to develop and preserve housing of varying sizes and price levels for Cedar Falls residents and future workforce, readers should take note of a unifying theme from the policies and programs highlighted from other Iowa communities in Section VI.D.2. Communities with successful and innovative housing programs invariably invest local funding sources – “skin in the game.” These sources may include general revenue funds, general obligation (GO) bonds, and Low- and Moderate-Income (LMI) set-aside funds from tax revenues generated by housing developments assisted by Tax Increment Financing (TIF), among other sources. City funds may be supplemented by other local sources such as contributions from banks and employers, as well as developer contributions pursuant to development agreements.

I. REGULATORY REVIEW	RESPONSIBLE ENTITIES	TIMEFRAME FOR COMPLETION
<p>a. Review the City Zoning Ordinance, Subdivision Ordinance, Building Codes, and other relevant codes for provisions that may no longer be necessary or achieve a clear public purpose. The Form-Based Code in the Downtown Character District is just one example of an approach to modernizing existing zoning codes, and is found by many developers to be more user-friendly and predictable than traditional zoning requirements. <i>However, Form-Based Codes are not the only option for City Code modernization.</i></p>	<p>City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>2 to 5 years</p>
<p>b. Evaluate the processes and timelines for reviewing and approving housing developments and permits. Determine whether processes and rules are applied consistently among City staff, or whether the personal preferences or discretion of individual staff members introduce inconsistencies and delays. Modify policies and procedures for development reviews to ensure decisions on development proposals and permit requests are made consistently and efficiently.</p>	<p>City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>1 to 3 years</p>
<p>c. Expand existing efforts to promote a mix of housing types and land uses in new development, redevelopment, and infill areas. This approach may expand the supply of housing types of different sizes and prices for residents at different stages of life and income levels – including 1- and 2-bedroom apartments and condominiums for small senior households, and moderately priced rental and ownership housing options for local workforce. While detached single-family construction would still be part of the mix, this approach would emphasize other housing types including duplexes, condominiums, townhomes, accessory dwelling units (ADUs), rental units on upper stories of commercial buildings, and small multi-unit buildings (e.g. garden or cottage court apartments).</p> <p>Examples of local ordinance or map changes to promote a mix of housing types:</p> <ul style="list-style-type: none"> ○ When appropriate, rezone a portion of an existing residential district to another district in the existing Zoning Ordinance that allows more flexibility in the size and mix of units. ○ Modify Zoning and Subdivision Ordinance requirements that may increase housing costs without a clear public purpose. For example, minimum lot widths, yard widths, and lot areas per unit may be reduced. ○ Promote lower minimum size requirements for lots, buildings, and setbacks in individual development agreements and Homeowner Association (HOA) rules. ○ Permit Accessory Dwelling Units (ADUs) in residential zoning districts where they could be accommodated. 	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders Homeowner Associations</p>	<p>3 to 7 years</p>

<p>d. Establish a standing City committee for stakeholders to discuss housing development regulations. Stakeholders would include, but not be limited to, City engineers and other staff, for-profit and nonprofit developers, builders, lenders, real estate professionals, and social service agencies. The committee might be formed in addition to, or as an expansion of, the City’s existing Housing Commission, and joint meetings may be held with the Housing Commission.</p> <p>This committee would be similar to the City of Waterloo’s GROW Committee, or to the City of Cedar Rapids’ developers’ council. The latter group reviews proposed new City development ordinances and changes to existing ordinances, and provides estimates of their impact on housing development costs. As a result, these ordinances have been vetted by housing development stakeholders by the time the City Council approves them.</p> <p>This committee should also implement a system for collecting and compiling housing development data on a regular, ongoing basis, rather than relying on data that is sporadic, anecdotal, or inconsistent between the City and development stakeholders. Such data would include housing permits and starts, prices of home sale listings, available inventory (expressed in terms of both total listings and months’ supply) and availability of buildable residential lots that are not already “spoken for” by other builders and homebuyers. Any point-in-time or “snapshot” data should be compiled at regular intervals (e.g. biweekly or monthly) to allow the committee to identify trends over time. Medians should be used rather than averages (means) when analyzing factors such as sale prices, since means are skewed by high outlier values in a dataset.</p> <p><i>Committee members who collect data – especially those using proprietary sources that may not be accessible to City staff or the general public, such as Multiple Listing Service (MLS) data – must rigorously document their methodology.</i> Documentation should include, but not be limited to, the date(s) for which data is collected; the types of housing units, lots, or permits included in the analysis; whether price changes are adjusted for inflation, etc. Such consistency in data collection and documentation will assure elected officials and residents that the data is transparent and trustworthy.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders Local financial institutions Real estate professionals Local nonprofits</p>	<p>1 to 2 years</p>
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<p>e. Consider expediting housing development by reviewing and modifying City codes to allow some development approvals to be administrative – that is, granted by City staff. For example, the Subdivision Ordinance may be modified to allow small subdivision applications, such as lot splits, to be approved by staff. <i>In general, developments subject to relatively simple Code provisions (e.g. R-1 through R-4 residential zoning districts) are more appropriate for administrative review, since they are less subject to interpretation than developments with more complex requirements.</i></p> <p>City Council approval would be needed to amend City ordinances to approve a wider range of development activities for administrative approval. While such amendments would expedite certain housing development activities, <i>a public process culminating in Council approval will always be needed to update the zoning map or further amend City development ordinances.</i> The removal of certain development activities from a public process to a solely administrative process would be justified because public input and Council approval is embodied in the ordinances and zoning map governing these activities.</p> <p>The approach described above is gaining traction nationwide in the urban planning discipline. For a good summary, see the Michigan American Planning Association’s Zoning Reform Toolkit (p. 74: “Processes”). However, some Iowa laws governing local land use decisions may be more stringent than Michigan laws, precluding the use of some strategies recommended in the Toolkit. For example, under Iowa law, any proposed land development activity that is reviewed by a local Planning and Zoning Commission must also be approved by the local governing body (City Council or County Commission) or Board of Adjustment.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>5 to 15 years</p>
<p>f. Consider incentivizing or requiring “Universal Design” or other accessibility features for people with disabilities in certain new developments. Accessibility features include, but are not limited to, zero-threshold entrances, wide doorways, lever handles, bathrooms with roll-in or low-threshold showers on ground floors, grab bars or wall enforcement for their future installation, etc. Such features may be required for all new dwelling units in certain zoning districts, or on a case-by-case basis for planned developments. Such policies should be developed in consultation with local nonprofits serving seniors and people with disabilities, such as the Northeast Iowa Area Agency on Aging (NEI3A).</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders NEI3A Other local nonprofits</p>	<p>3 to 7 years</p>

II. FINANCIAL MECHANISMS	RESPONSIBLE ENTITIES	TIMEFRAME FOR COMPLETION
<p>a. Explore the possibility of forming a 501(c)(3) Local Housing Trust Fund (LHTF) serving Cedar Falls, which would be eligible to receive annual State Housing Trust Fund grants from the Iowa Finance Authority. If the City of Cedar Falls opted to capitalize a LHTF with an initial contribution, City Council approval would be needed.</p> <p>Identify an entity to provide staff support for an LHTF, such as the Iowa Northland Regional Council of Governments (INRCOG), Operation Threshold, Habitat for Humanity, or Community Housing Initiatives (CHI). Obtain recognition and support from local donors that would be asked to contribute matching funds on a regular basis. Local nonprofit organizations should also be involved in the development and formation of an LHTF.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders Local financial institutions Local nonprofits Local philanthropic entities Local employers Local planning and housing development entities</p>	<p>3 to 5 years</p>
<p>b. Consider using Tax Increment Financing (TIF) to support infrastructure for one or more large new housing developments. It is recommended that such a development have a mix of housing types and price ranges, including single-family homes, duplexes, condominiums, townhomes, and multifamily structures of various size.</p> <p>Lower-priced units would meet the housing needs of LMI and middle-income households, including workforce and seniors seeking to downsize, and are reasonably anticipated to sell quickly. Higher-priced units might sell more slowly, but would help ensure that TIF revenue would be sufficient to repay the borrowed funds after the LMI set-aside requirement has been met.</p> <p>It is recommended that the City provide TIF funds to developers as a rebate as homes are sold, minimizing the financial risk to the City.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>3 to 7 years</p>
<p>c. Consider offering tax abatements for home improvements and infill construction in some neighborhoods with older homes or a high concentration of LMI property owners. Such neighborhoods should not overlap with TIF districts. Designated Urban Revitalization Areas for tax abatement should be of sufficient size to avoid the appearance of benefitting a few properties on a “spot” basis.</p> <p>Tax abatements for new construction on infill lots should be structured to provide greater incentives for smaller or lower-cost units, which would meet a need for affordable workforce and senior housing.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>3 to 7 years</p>

<p>d. Consider reducing or waiving certain fees for development of certain housing units that meet carefully defined criteria, including affordable price points for LMI and middle-income households. Reduced or waived fees may include building permits and utility hook-ups. Such a policy may be structured to offer deeper fee reductions in concert with deeper affordability.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>3 to 5 years</p>
<p>e. Pursue local funding sources to support housing opportunities for LMI and middle-income households, as other communities across Iowa have done. Sources may include City general revenue and general obligation (GO) bonds (would require Council approval), as well as contributions from local financial institutions, philanthropic organizations, and employers.</p> <p>As an example of employer contributions to affordable housing development, Hy-Vee provided \$250,000 in financial assistance for the Chariton Valley Regional Housing Trust Fund to renovate homes in Chariton, where a major Hy-Vee distribution center is located.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders Local financial institutions Local philanthropic entities Local employers</p>	<p>3 to 10 years</p>
<p>f. Consider amending the Zoning and Subdivision Ordinances to offer voluntary incentives to developers that dedicate a specified percentage of units as affordable (below market-rate) housing for LMI and middle-income buyers or renters, similar to those offered in Iowa City. Such incentives may be in the form of reduced minimum dimensions (e.g. lot area per unit) or maximum dimensions (e.g. height), or reduced parking requirements. This option does not require any expenditure of City funds, but it makes the inclusion of below-market-rate units in new developments more financially feasible for developers.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC</p>	<p>3 to 10 years</p>
<p>g. If state enabling legislation is passed in the future to allow impact fees, consider requiring financial contributions for affordable housing as an approval condition for certain large commercial and industrial developments. The legal “rational nexus” for such requirements would be the additional need for moderately priced housing for the workers that fill the jobs generated by these developments.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC</p>	<p>Depends upon legislative action</p>

III. HOUSING PROGRAM MIX, DESIGN, AND ORGANIZATION	RESPONSIBLE ENTITIES	TIMEFRAME FOR COMPLETION
<p>a. Consider establishing a landlord risk mitigation fund, similar to those in Dubuque and Iowa City. Such a fund would encourage landlords to rent to tenants with certain barriers, by committing to reimburse the landlord up to a certain amount for damage to the unit or lost rent. Local funding sources, such as those suggested in CATEGORY II above, are best suited to a risk mitigation fund.</p> <p>If Housing Choice Voucher (Section 8) units are eligible for the fund, more landlords might be willing to participate in the HCV program. The fund could also be available to units rented to homeless and at-risk tenants receiving funds from other local agencies.</p>	<p>City Council City staff Housing Commission Social Service Agencies</p>	<p>2 to 3 years</p>
<p>b. Consider adjusting the mix of funding sources for City housing assistance programs to maximize efficiency and flexibility. For example:</p> <ul style="list-style-type: none"> ○ Consider supplementing – or <i>completely supplanting</i> – the CDBG Owner-Occupied Rehabilitation program with local funding sources that can be deployed more quickly without the burden of federal regulations. ○ Consider spending an even larger portion of CDBG funds on neighborhood infrastructure and amenity projects than is currently allocated. This would free up more General Funds to support housing activities instead. ○ Consider increasing the CDBG allocation for the Rental Rehabilitation Program to meet demand. ○ Consider extending eligibility for housing rehabilitation or repair programs to mobile home owners, who are among the neediest in Cedar Falls and often struggle to find willing, qualified contractors. 	<p>City Council City staff Housing Commission INRCOG</p>	<p>2 to 5 years</p>

<p>c. Streamline the Owner-Occupied Rehabilitation and Repair programs to allow larger numbers of homeowners to be served more quickly. Appropriate changes may include:</p> <ul style="list-style-type: none"> ○ A larger and more predictable annual funding allocation, tailored to the capacity of staff to administer the funds, and to the pool of local contractors able and willing to complete the projects. ○ A process for announcing funding availability that ranks applications received by a deadline according to income as a percentage of LMI, with the lowest-income households served first, rather than serving households on a first-come, first-qualified basis. ○ Maintain a reserve of funds to serve households with urgent repair needs that arise throughout the year, when funds would otherwise be fully committed following a notice of funding availability. Such a reserve would be better supported by local funds than by CDBG, since HUD’s timely expenditure requirements limit the ability to hold funds in reserve. ○ If CDBG and HOME funds are supplemented by other funds, develop criteria to determine which projects will be paid by which funds. 	<p>City Council City staff Housing Commission INRCOG</p>	<p>1 to 5 years</p>
<p>d. Explore other uses of HOME funds to which it is better suited than Owner-Occupied Rehabilitation. Considerations include the capacity of City staff and partners to operate such programs, which may include:</p> <ul style="list-style-type: none"> ○ Rental new construction or rehabilitation ○ Tenant-Based Rental Assistance (TBRA) ○ Home purchase assistance <p>Successful implementation of such new programs may require a temporary partnership with more experienced entities in within and outside the Cedar Valley, including other cities, Councils of Government and nonprofit housing developers.</p>	<p>City Council City staff City of Waterloo Housing Commission INRCOG Housing entities within or outside region</p>	<p>3 to 10 years</p>
<p>e. Improve coordination and communication between the cities of Cedar Falls and Waterloo regarding use of Cedar Falls HOME funds. Such coordination should include an identification of suitable lots in Cedar Falls for HOME-funded single-family new construction (e.g. outside the 100-year floodplain).</p>	<p>Waterloo staff Cedar Falls staff Housing Commission INRCOG</p>	<p>1 to 2 years</p>

<p>f. Develop a policy for providing City financial assistance for subsidized multifamily rental construction or rehabilitation/refinancing conducted by other entities (e.g. Low Income Housing Tax Credit developments). Such a policy would identify the funds for this purpose – CDBG, HOME, local funds (SEE CATEGORY II), or a combination – and would outline a process for subsidized housing developers to request assistance. When and if a Cedar Falls Local Housing Trust Fund is formed, such a policy should be coordinated with the Trust Fund’s practices.</p> <p>Considering the severe need for deeply subsidized units for low-income (≤50% AMI) populations, and the shortage of deep subsidy sources, the policy should provide for additional conditions to be imposed on the use of funds when possible. Such conditions might include requirements that a percentage of units be affordable to the lowest-income renters (e.g. ≤40% AMI) and/or to people exiting homelessness.</p> <p>The policy should also help to address the shortage of affordable housing for LMI seniors and people with disabilities, including below-market-rate rental housing and retirement housing. Funds from the City or an LHTF could support maintenance and refinancing of existing developments for seniors and people with disabilities – especially developments whose subsidies are scheduled to expire in a short time period. In some circumstances, local funds could be combined with other sources for new senior developments as well. For example, Iowa operates a Senior Living Revolving Loan Fund that supports both affordable independent rental housing and assisted living for seniors. This fund often supports Low Income Housing Tax Credit (LIHTC) developments but is not available in every application round.</p>	<p>City Council City staff Housing Commission Local Trust Fund (if one exists)</p>	<p>2 to 5 years</p>
<p>g. To reduce barriers to homeownership in Cedar Falls’ relatively high-cost market, consider developing a locally funded purchase assistance program for LMI and, possibly, middle-income homebuyers, similar to those in Dubuque, West Des Moines, and Iowa City. Such a program should be developed in partnership with the local lenders that would make primary mortgage loans to participating buyers. The program would also likely be used in combination with Iowa Finance Authority home purchase programs. The program may be offered in addition to, or in lieu of, a HOME purchase assistance program (SEE III.D. ABOVE).</p> <p>A City purchase assistance program could assist with down payment and closing costs, and could also provide a “soft second mortgage” (e.g. a deferred loan) to reduce purchase prices for lower income households. The program would be particularly well suited to contributions from local employers, who have a vested interest in helping their workforce put down roots in Cedar Falls.</p>	<p>City Council City staff Housing Commission CFEDC Local Employers</p>	<p>2 to 7 years</p>

<p>h. Exercise caution if the City’s Rental Conversion program is expanded in the future. The program already consumes \$100,000 annually in general funds. An expansion would divert funds that might be better used to address the more pressing housing needs identified in this Assessment and considered in this section. Moreover, such an expansion could further deplete the rental housing stock, which might put upward pressure on prices in certain neighborhoods.</p> <p>Whether the program is maintained, expanded or reduced in the future, consider tailoring it to achieve additional public purposes beyond merely conserving neighborhood character. The program may prioritize or strictly limit assistance to conversion of rental units that have extensive code violations and/or are often vacant, and may impose buyer income limits and resale restrictions to keep the homes affordable for a certain period (e.g. 5 to 10 years).</p>	<p>City Council City staff Housing Commission CFEDC</p>	<p>Ongoing</p>
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IV. MAXIMIZE USE OF SPACE FOR HOUSING DEVELOPMENT AND REDEVELOPMENT	RESPONSIBLE ENTITIES	TIMEFRAME FOR COMPLETION
<p>a. To address the shortage of residential lots that are not already committed to specific future developments, consider annexation of adjacent land. An annexation policy should prioritize areas contiguous to existing development and infrastructure, and should project the long-term costs to City taxpayers to maintain new infrastructure.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders Neighboring landowners</p>	<p>3 to 10 years</p>
<p>b. If the City provides incentives to developers for new residential developments, consider including a requirement in the development agreement for a certain percentage of lots to be reserved for development of housing affordable to LMI or middle-income households (e.g. lots outside the 100-year floodplain for Habitat for Humanity builds).</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>3 to 10 years</p>
<p>c. Whenever possible, prioritize redevelopment of infill lots and “greyfield” sites over new development on “greenfield” sites. Redevelopment may also include adaptive reuse of existing structures (e.g. schools, hospitals, churches, shopping centers) for multifamily housing. Such structures may be particularly well suited for LMI senior housing.</p> <p>When selecting sites and structures for redevelopment for residential use, consideration should be given to the location’s suitability for housing. Factors to consider include, but are not limited to, the impact of new residential development on local traffic, and the impact of adjacent development on the proposed housing (e.g. traffic noise, exhaust, etc.).</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>Ongoing</p>
<p>d. Consider developing a City policy for including conditions in development agreements that convey City property at reduced cost to developers. Such conditions may include dedication of a certain percentage of lots for affordable housing (SEE IV.B. ABOVE) or contributions in lieu of such dedication. The policy could provide flexibility to accommodate different development types, while ensuring some consistency and providing legal protection to the City.</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>3 to 7 years</p>

<p>e. Encourage the use of upper story space in commercial buildings for rental units, particularly in the Downtown and College Hill areas. The City may promote upper story rental by ensuring zoning codes accommodate it (CATEGORY I) and providing CDBG, HOME, and/or local funds to developers for units affordable to LMI and/or middle-income renters (CATEGORIES II AND III).</p>	<p>City Council City staff Housing Commission Planning/Zoning Commission CFEDC Developers/Builders</p>	<p>2 to 7 years</p>
<p>f. To the extent practicable, ensure that new affordable and workforce housing – whether market-rate or below-market-rate – is geographically distributed throughout Cedar Falls. The City and developers should endeavor to avoid a concentration of affordable housing in areas with environmental hazards or other disamenities. For example, much of North Cedar Falls is in the floodplain, and even areas outside the floodplain are susceptible to being cut off when floods inundate low-lying areas in the neighborhood.</p>	<p>City staff Housing Commission Developers/Builders</p>	<p>Ongoing</p>
<p>g. If the state passes enabling legislation for Land Redevelopment Trusts (also known as Land Banks), consider participating in the formation of a local land bank. Pending enabling legislation would allow one or more local governing bodies to form a land bank under Iowa Code Chapters 28E and 28H. Land banks would be empowered to acquire vacant, dilapidated, or tax-delinquent properties, by outright purchasing or through the processes in Iowa Code Chapters 657A and 446, and could assemble and sell parcels to buyers. While local governments already have the power to undertake these same activities, land banks can often conduct these activities more effectively.</p> <p>To achieve economies of scale in staffing and administration, a suitable land bank for the Cedar Falls area might include Cedar Falls, Waterloo, and other parts of the Cedar Valley. To be successful, an effort to establish a land bank in the Cedar Valley would include multiple stakeholders, including City and County governments, nonprofit and economic development organizations, and regional planning entities.</p>	<p>Cedar Falls City Council Cedar Falls staff Elected bodies of other jurisdictions in Cedar Valley CFEDC Grow Cedar Valley INRCOG Local nonprofits</p>	<p>Depends upon legislative action</p>

V. PROMOTE COMMUNITY SERVICES AND AMENITIES TO COMPLEMENT HOUSING OPPORTUNITIES	RESPONSIBLE ENTITIES	TIMEFRAME FOR COMPLETION
<p>a. Promote expansion of transportation options in Cedar Falls for residents without cars, since reliable transportation to work is essential for a household to earn sufficient income to afford housing. This may entail the City providing financial contributions to the Metropolitan Transit Authority (MET Transit) to expand service coverage and operation hours in Cedar Falls. Additionally, employers should consider funding vanpools for their employees, especially for locations and shifts (particularly 2nd and 3rd) that are not currently served by public transit.</p>	<p>City Council City staff CFEDC Grow Cedar Valley Local employers</p>	<p>2 to 7 years</p>
<p>b. In partnership with the Cedar Valley’s Promise Early Childhood Iowa area and local social service agencies, promote the availability of affordable child care in Cedar Falls, particularly for workers earning low to moderate wages. Affordable child care is essential for workers with children to increase their earnings and, hence, their ability to afford housing. Promoting child care may entail providing financial support for day care construction and expansion (including additional certification and staff costs for existing providers to increase capacity); encouraging day care providers to expand service hours for parents who work outside regular business hours; supplementing existing day care subsidies for LMI households; and investing in recruitment and retention of child care staff.</p> <p>Sources of support may include CDBG, local funds (CATEGORY II), and/or state recruitment/retention bonuses and wage supplements for child care workers. If using CDBG funds, care must be taken to ensure that the clients and/or geographic areas served by the day care meet federal income targeting requirements.</p> <p>Employers should also be a key source of support for child care – for example, by financially supporting day care construction or expansion, subsidizing day care costs for employees, and/or offering day care on-site.</p>	<p>City Council City staff Cedar Valley’s Promise Social Service Agencies Local child care providers CFEDC Local employers</p>	<p>2 to 7 years</p>
<p>c. When incentives are provided to employers to locate or expand operations in Cedar Falls, prioritize employers that pay sufficient wages for workers to afford average-priced housing and child care.</p>	<p>City Council City staff CFEDC Grow Cedar Valley Local employers</p>	<p>2 to 5 years</p>

d. Maintain and, when possible, expand City support for agencies that provide services to seniors and people with disabilities to help them live independently. Such services may include light housekeeping, meal delivery, snow removal, medical and welfare checks, and social activities. The City has provided CDBG funds in the past to the Visiting Nurses Association and Exceptional Persons, Inc. (EPI), and local funds may also be used when available (SEE CATEGORY II).	City Council City staff Local nonprofits that serve seniors and people with disabilities	2 to 3 years
e. Continue to promote residential placemaking and quality of life measures, including requiring or encouraging parks, trails, sidewalks, and other open space to be incorporated in new developments.	City staff CFEDC Local developers	Ongoing

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DEPARTMENT OF COMMUNITY DEVELOPMENT



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MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council
FROM: Chris Sevy, Planner I
DATE: May 15, 2023
SUBJECT: HWY-1 District Site Plan: Popeye's Restaurant (SP23-003)

REQUEST: HWY-1 District Site plan approval for construction of a new drive-thru and sit-down fast-food establishment.

PETITIONER: Jam Investments of Cedar Falls LLC (developer); Civil Engineering Consultants, Inc. (engineer)

LOCATION: Southeast corner of Brandilynn Boulevard and Winterberry Drive

PROPOSAL

The applicant proposes to construct a one story, 3,048 square foot Popeyes restaurant, at the southeast corner of Brandilynn Boulevard and Winterberry Drive. The proposal includes indoor dining, a drive through, parking for patrons, and a dumpster enclosure. The proposed layout of the site sits on just over 1 acre with the entrance connecting to a shared access drive off Winterberry Drive.

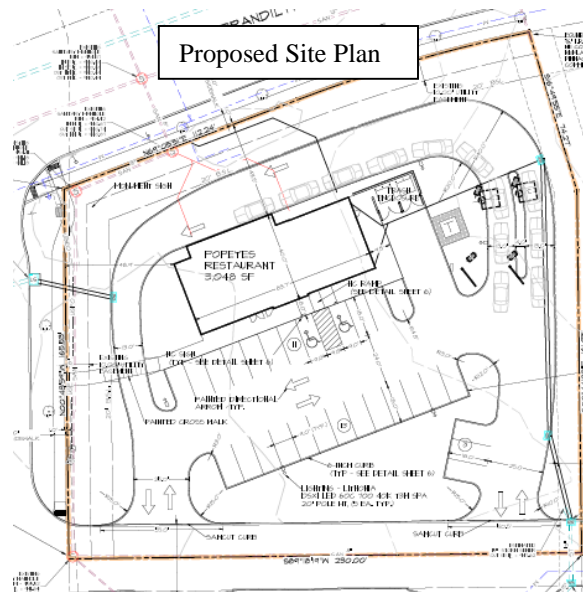
BACKGROUND

The property is zoned HWY-1. A "Replat of Lot 2 of Pinnacle Prairie Commercial South" approved on August 12, 2013 that created 4 commercial lots. Two lots have been developed within this block: Discount Tire, and Collins Community Credit Union. One other lot remains undeveloped, to the east, adjacent to Brandilynn Boulevard and Prairie Parkway.



ANALYSIS

The HWY-1 District is intended to promote general service commercial uses that serve a broader market area (i.e. city-wide or regional customer base). The ordinance requires a detailed site plan review through the Planning and Zoning Commission and City Council prior to approval. The intent of this zoning district review is to "encourage high standards of building architecture and site planning that will foster commercial development that maximizes pedestrian convenience, comfort, and pleasure." Attention to details such as pedestrian access, parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area.



Following is a review of the zoning ordinance requirements for the proposed development:

- 1) **Use:** Restaurants are listed as a permitted use in the HWY-1 District and Popeyes fits into that category. **Use is allowed.**
- 2) **Setbacks:** There is a platted building setback of 20 feet along both Winterberry and Brandilynn. The building is 48.9 feet from Winterberry and 43.5 feet from Brandilynn. At these distances the building more than meets the setback requirement. The district also requires that a 20-foot landscaped setback be maintained along streets and accessways. Drives, aisles, and parking areas may not encroach into this landscaped setback. The applicant's site plan conforms to these standards. **Building setbacks are satisfied. The parking lot setbacks are also satisfied.**
- 3) **Parking:** Restaurants require one parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking. At a net floor area of 2177 square feet, the applicant is providing 27 parking spaces (22 customer spaces + 5 employee spaces). For a drive through fast food restaurant, five stacking spaces are required behind the window. There are at least eight stacking spaces between the window and the entrance of the drive-thru. The parking meets the zoning standards with minimum stall dimensions of 9' x 19' and a 24-foot-wide aisle (24 feet is the minimum requirement).
The amount and dimension of the parking stalls and drives are met.

- 4) Open Green Space: The HWY-1 District requires that open green space/landscape area be provided at the rate of 10% of the development site excluding the required 20-foot landscaped perimeter setback area (perimeter of the district). Below is a summary that details how this provision is met.

<u>New Development Site</u>	<u>46,470 SF</u>	
Required Open/Green Space	4,647 SF	10%
Provided Open/Green Space	18,068 SF	38%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets and required setbacks.

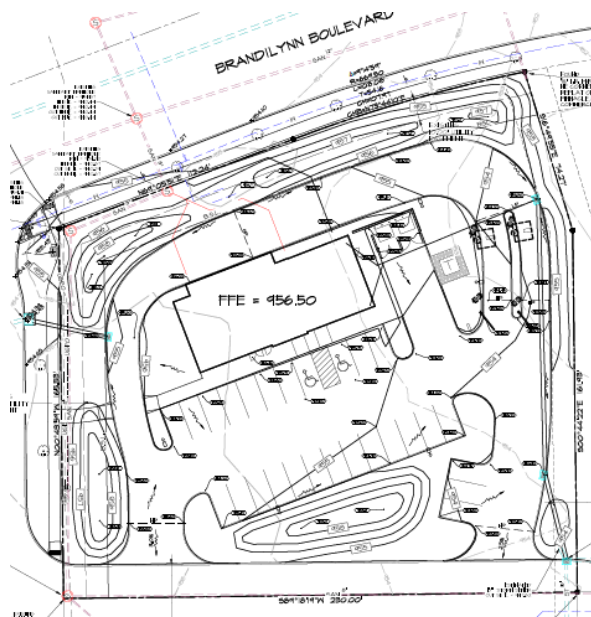
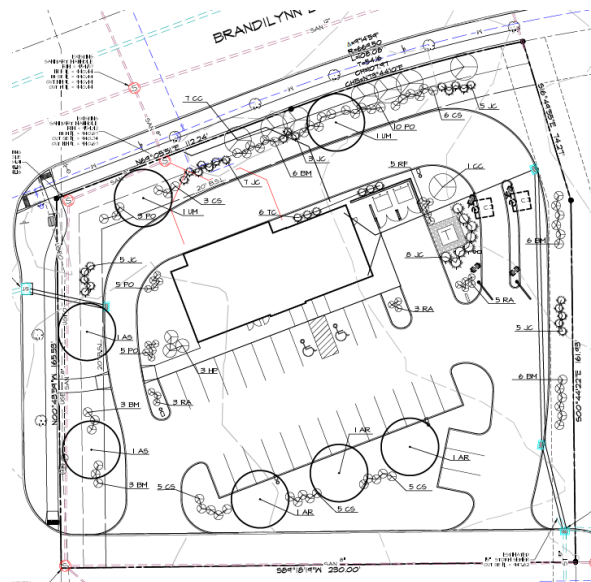
The open green space exceeds the minimum requirement and is well distributed.

- 5) Landscaping: The HWY-1 District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area which comes to 930 points required. Their plan achieves 1250 points. An additional 290 points are required for street tree planting. The existing 5" caliper street trees between the sidewalk and the street would amount to 700 street tree points.

Trees are required in the vehicular use area at the rate of one overstory tree per 15 parking spaces. This equates to a requirement of 2 overstory trees. Several more than that are proposed which meets this requirement.

In addition to parking lot trees, there are existing trees located along the street frontages between the sidewalk and the street. There are also shrubs and additional trees proposed around the building and paved areas meeting the general landscape and screening requirements of the parking code. Worth noting is that some of the screening requirements are satisfied with up to 3-foot high berming as proposed on the grading plan shown to the right.

Landscaping requirements are met.



- 6) **Building Design:** The HWY-1 zone requires a design review of various elements. The intent of the zone is to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of the zone to encourage high standards of building architecture and site planning. The elements in the code are noted below with a review on how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

Renderings of the proposed building have been submitted. The scale and proportion of the new building will be similar to other nearby restaurant establishments in the HWY-1 District. Like the immediately adjacent buildings (Collins Community Credit Union, Discount Tire, and BioLife) it is 1-story but this has a much smaller footprint. Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet around the edge. The roof on the proposed building utilizes a similar flat roof and parapet to shield any necessary mechanicals on the roof. Some slight variation in roof height is being proposed similar to other buildings in the district.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new building would present to Winterberry Drive with a transparent window façade and some accents of the other materials. Though set back, the proposed sit-down area and counter should be visible through the windows from passersby on Winterberry Drive. There is also a good balance of the other materials and colors that provide a transition to the other sides of the building. Although not ideal from an aesthetic perspective, due to the size and shape of the lot, it was necessary to locate the drive-thru along the Brandilynn frontage. There are few windows on this side of the building due to the location of the kitchen and drive-thru facilities. To soften the view of the drive-thru and mitigate for the lack of window coverage, the applicant proposes a 3-foot berm and

plantings in the landscaped setback along Brandilynn. In addition, they propose to inset brick panels and include a mural and add a canopy to create additional visual interest in lieu of windows. Staff finds these elements to be a satisfactory solution to meet this standard on this tight site.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Transparent windows, thin brick panels, fiber cement siding with a wood texture, and variations in trim are the exterior materials proposed for the new building. All of the materials provide a nice modern feel that strikes a balance between color and texture. Staff finds that these material and texture choices are compatible with those of adjacent buildings.

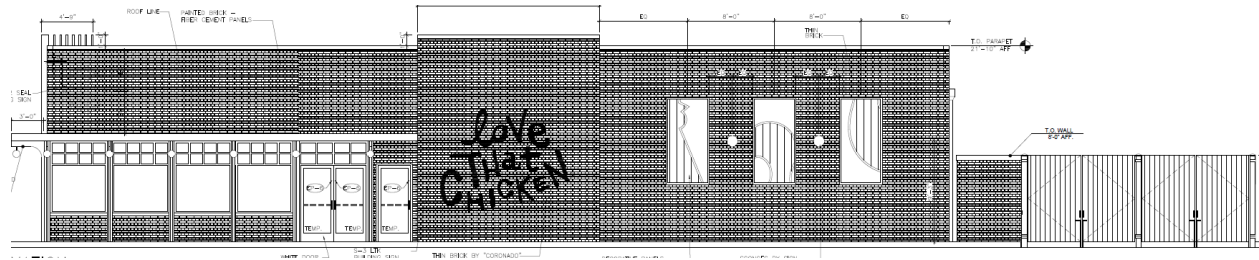
Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

With exception of minor accent colors of orange and teal, the building features a relatively neutral color palate of white, gray, and brown that fits in well with the adjacent buildings. One of the fiber cement siding products used has the appearance of wood which provides variation and visual interest. Staff finds no issues with the choice of colors.

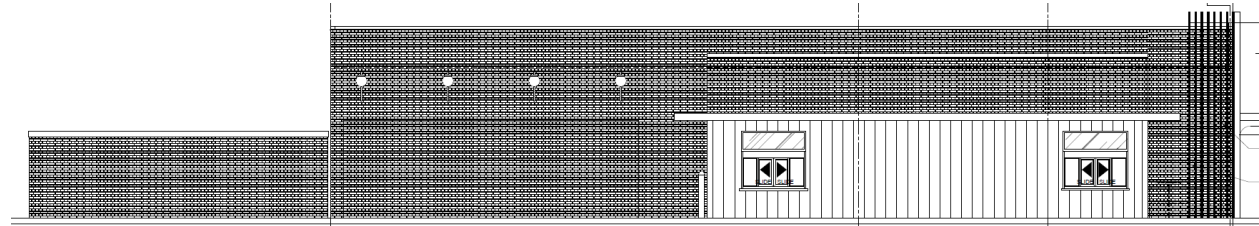
Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Architectural features of the new building include variation in wall surfaces and materials, windows of the indoor eating area facing to the south and west, and awnings or overhangs that provide accents to the building. The presentation of windows is similar to buildings in the surrounding district. These style features and materials maintain identity while being generally consistent with neighboring buildings.

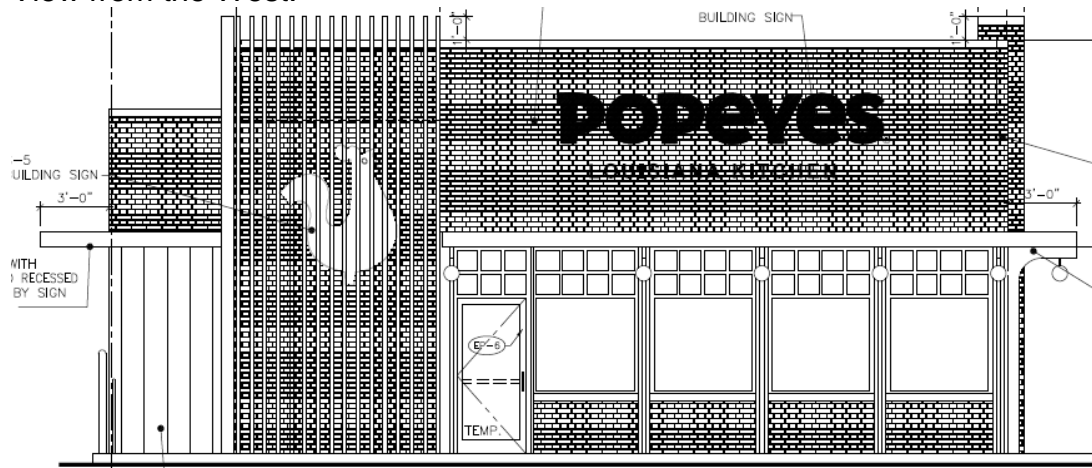
View from the South:



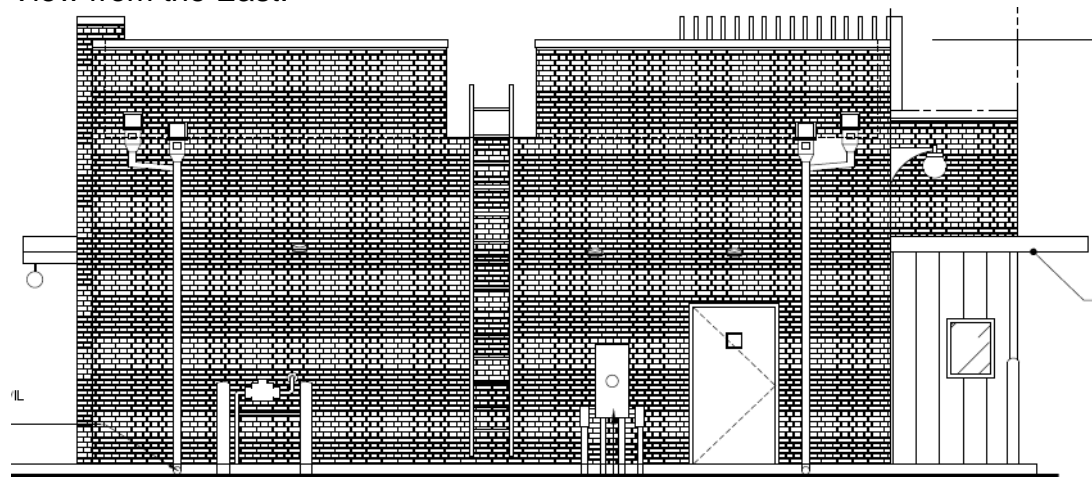
View from the North:



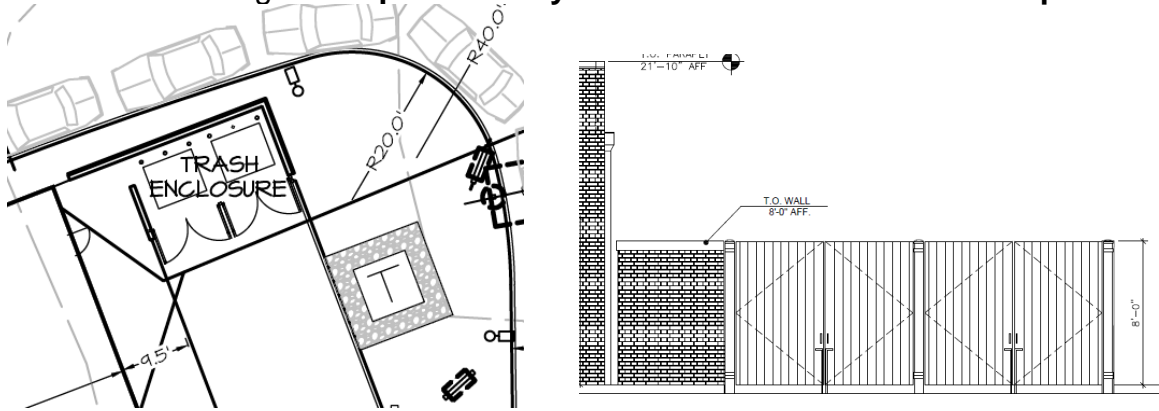
View from the West:



View from the East:



- 7) Trash Dumpster Site: The dumpster and enclosure is located on the east edge of the building. This enclosure will be made of the same materials as the building and will appear almost as an extension to the principal structure. It will have two sets of doors to operate towards the south where a truck can approach it. The enclosure will measure 8 feet high. **Dumpster facility location and enclosure is acceptable.**



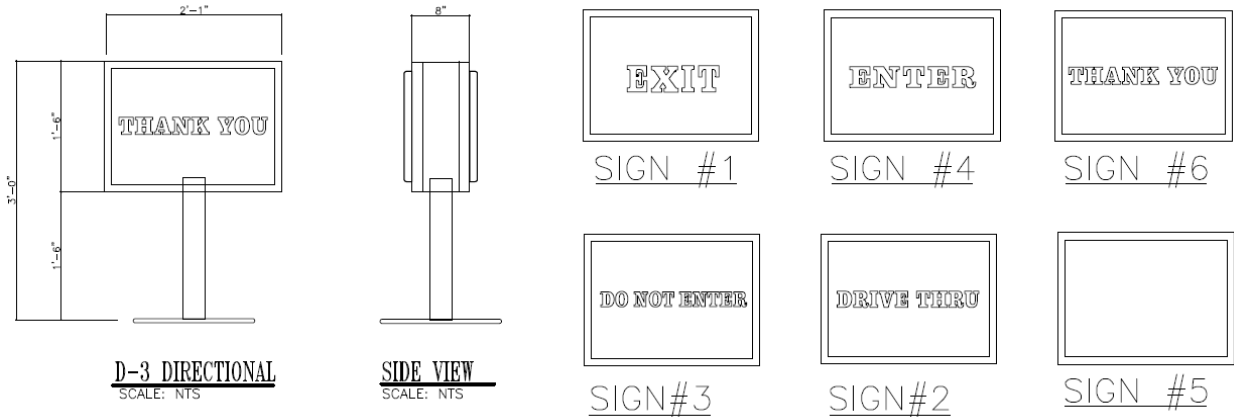
- 8) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. However, all new site plans require review of the lighting to consider potential nuisance issues and incompatibilities. The vehicular use area will utilize five 25-foot high fully downcast fixtures produced by Lithonia Lighting. The lighting plan shows that the proposed models will properly light critical areas of the site with little spillover light on to other properties. **Lighting is acceptable.**
- 9) Signage: Separate sign permits will be required for all signage prior to installation. However, the proposed signage plan for the site must be part of this review by the Planning and Zoning Commission and City Council. The signage plan has been included as an attachment.

Wall signs may only be on two wall surfaces and must be less than 20% of the wall area. For the new building, two wall signs are illustrated on the building on the south and the west. These wall signs meet the quantity and appear to be well within the size requirements. However, the size and proportion will be confirmed when reviewed for permitting.

Freestanding signs are not limited in number but are limited in height to 25 feet above the surface of the roadway and their aggregate sign area should not exceed 250 square feet. The following is a breakdown of freestanding signs with heights and sign areas:

<u>Sign Type</u>	<u>Sign Area (sq ft)</u>	<u>Height (feet)</u>
Freestanding Pylon	50.7	16
Menu Sign	33.8	6.5
Total:	73	

There are also directional signs proposed. Their height must be less than 6 feet and have a sign area less than 6 square feet. The proposed directional signs meet these requirements.



Note, there is a mural “sign” intended to be placed on the north elevation, which elevation is pictured below with the mural marked by a question mark. This mural is primarily intended for viewing by those going through the drive-thru. Signs are not allowed on three sides of a building in the HWY-1 District. However, the placement of this mural would generally not be viewable from the street due to the berm and landscaping proposed in the north landscaped setback area. Since it is a mural not intended for viewing from the street and the proposed landscaping will limit such viewing, staff finds that it may not meet the definition of a sign (and therefore may be allowed) but leaves this determination to the judgment of the Planning and Zoning Commission and City Council. An alternative proposal for this blank area of the northern façade, would be to include the wood-style cement board paneling or a complimentary color of brick in this location. As long as it is determined that it does not meet the definition of a sign, staff is supportive of either option. The Planning and Zoning Commission discussed and agreed that the mural does not meet the strict definition of a sign and voted to recommend approval of the building design inclusive of the mural.



10) **Storm Water Management:** The stormwater management planned for installation on this site will be the collection and routing into the adjacent storm sewer network shared by the four lots between Winterberry Drive and Prairie Parkway. This stormwater ultimately is collected into the storm sewer network on Prairie Parkway and routed to the regional basin on the south side of Viking Road. All City ordinance requirements are satisfied for post-construction stormwater management. **Criterion is met, subject to final engineering review prior to issuance of a building permit.**

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the site plan for Popeyes at Brandilynn Boulevard and Winterberry Drive. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. There is an existing 8" water service stubbed into the property from Brandilynn Boulevard. Natural gas is available from the north side of Brandilynn Boulevard. Electric service location is stubbed to the southwest corner of the lot.

Any other minor technical issues will be addressed at the time of building plan review.

A courtesy notice to surrounding property owners was mailed on April 20, 2023. This item was discussed at the April 26, 2023 Planning and Zoning Commission meeting.

STAFF RECOMMENDATION

The Planning and Zoning Commission with a vote of 5 to 0 recommends approval of SP23-003, a HWY-1 District site plan for a new Popeyes restaurant at the corner of Brandilynn Boulevard and Winterberry Drive, subject to conformance with all City staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Introduction Discussion & Vote 4/26/2023	The first item of business was a HWY 1 District site plan review for the southeast corner of Brandilynn Boulevard and Winterberry Drive. Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that the applicant is proposing a Popeye's Restaurant in the HWY-1 zone next to the Collins Community Credit Union. He discussed requirements for the district and showed that those requirements have been met. He displayed the elevations for the proposed building and renderings of what it would look like as well as the façade elements. He displayed a proposed mural on the side of the drive through on the north side of the building and stated that the Commission should discuss and determine whether this meets the definition of a sign, which includes being viewable from the street. Wall signs in the HWY-1 District can only be on two building elevations. The South and West elevations have signs, so another wall sign on the north side would not be allowed. An effort has been made by the applicant to provide berm and screening enough on the north side so that the mural is not generally visible from the street, so would not meet the definition of a sign. Staff invited the Commission to discuss and confirm whether this mural should be considered a sign or not. With that said, Staff recommends approval of
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the site plan subject to the condition that the developer's plan conforms to all City staff recommendations and technical requirements in addition to any comments or direction from the Planning and Zoning Commission.

Bart Turk, Civil Engineering Consultants in Des Moines, came forward to speak on behalf of Popeye's. He stated that staff has been very helpful and spoke about the process of getting the layout set up in a way that complies with code requirement and some challenges they had with this particular site given the size and shape.

Mr. Larson asked for confirmation on the process for putting a mural on the wall and if it will come back for approval. Mr. Sevy explained that if it is approved at this meeting and by Council that it will be approved by staff when it comes through for a permit and will not be brought back to the Commission.

Mr. Hartley felt that it would be an improvement to the back side of the building.

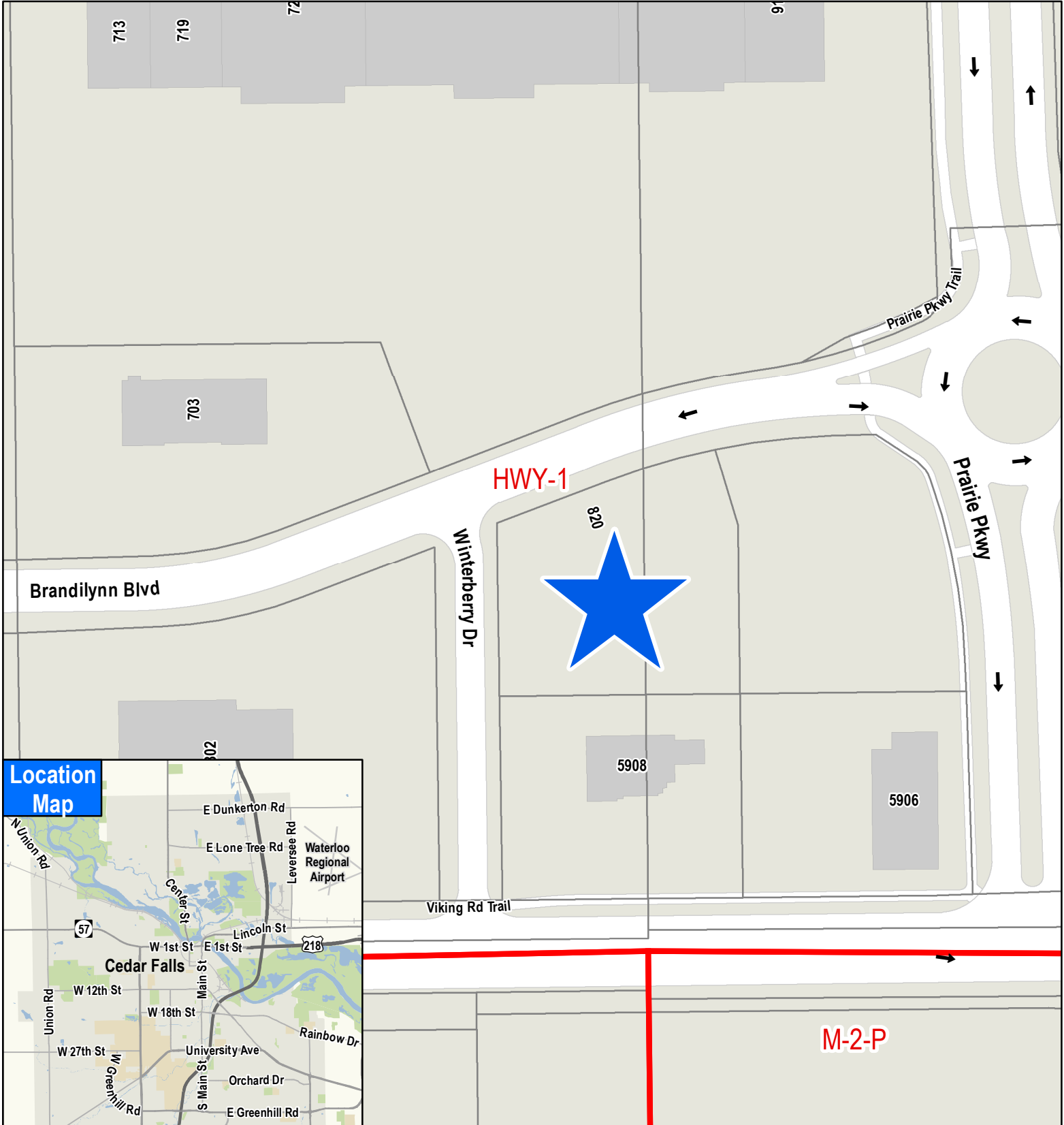
Mr. Larson made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved unanimously with 5 ayes (Grybovych, Hartley, Larson, Lynch and Moser), and 0 nays.

Attachments: Location Map
Complete Site Plan Set
Building Elevations
Proposed Signage Plan

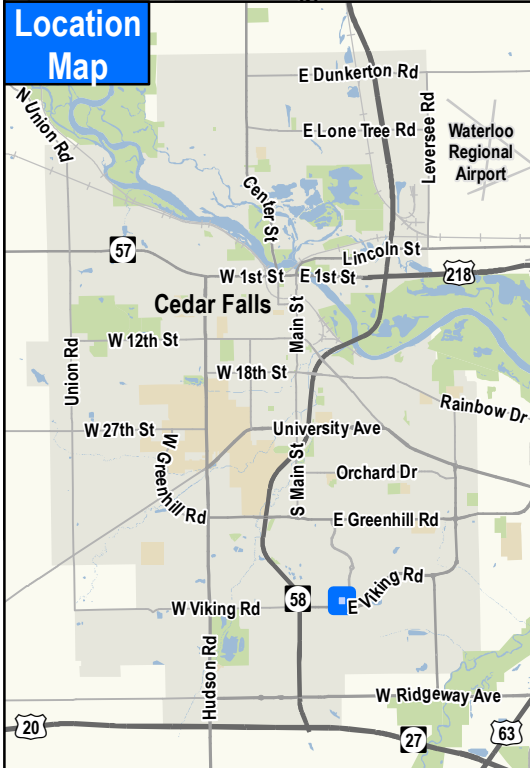
Cedar Falls Planning and Zoning Commission

April 26, 2023

Item 24.



Location Map



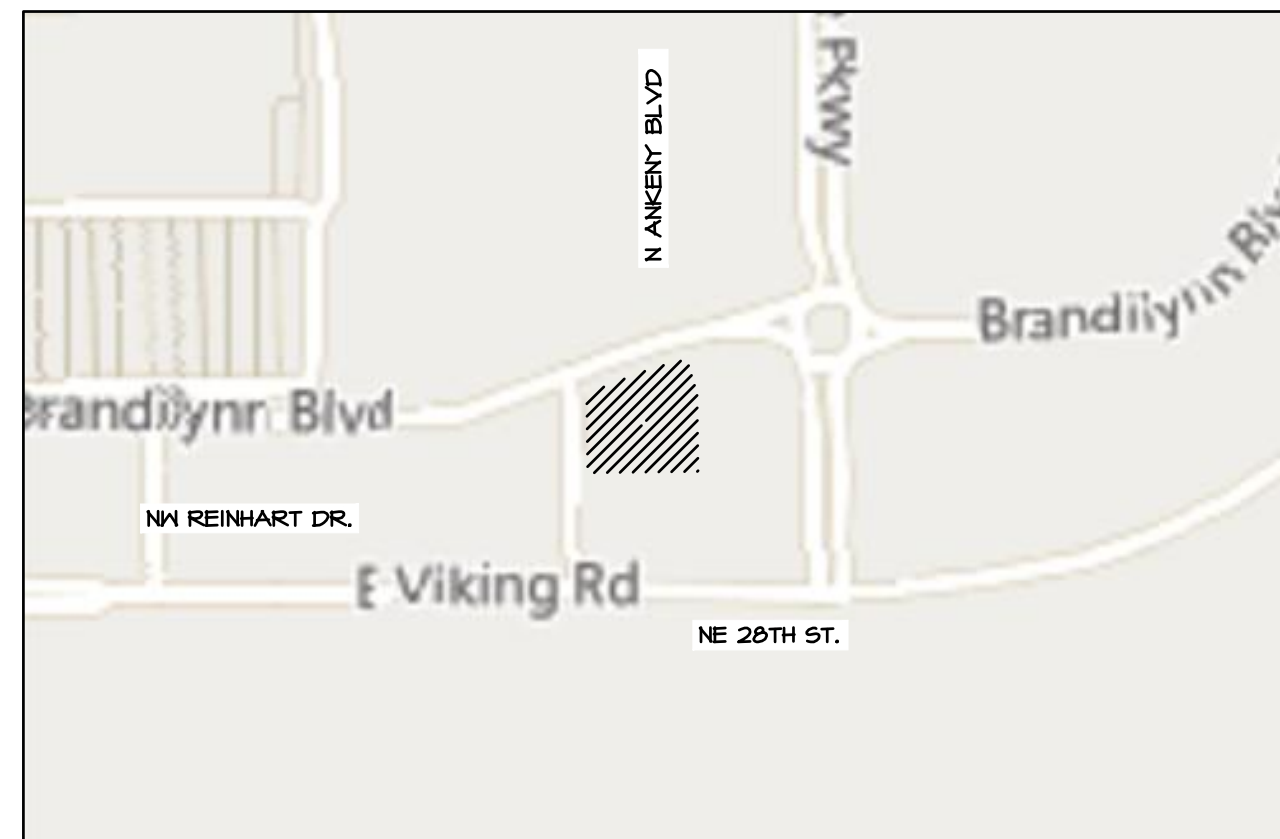
HWY-1 District Site Plan for Popyes Restaurant at SE corner Brandilynn blvd. and Winterberry Dr (SP23-003)

POPEYE'S RESTAURANT

BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA

GENERAL NOTES

- ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - CITY OF CEDAR FALLS BUILDING DIVISION
 - JAM RESTAURANT GROUP
 - CIVIL ENGINEERING CONSULTANTS, INC.
 - "ONE CALL" UTILITY LOCATE SERVICE
- ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) VERSION 2022, INCLUDING CITY OF CEDAR FALLS SUPPLEMENTAL.
- ALL DEBRIS SPILLED ON PUBLIC ROW AND ADJOINING PROPERTY SHALL BE REMOVED BY OWNER/CONTRACTOR IN TIMELY FASHION.



VICINITY SKETCH
SCALE 1"=400'



GRADING NOTES

- STRIP A MINIMUM OF 6" OF TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT INCLUDING WASTE AND/OR BORROW AREAS. ADDITIONAL STRIPPING MAY BE REQUIRED TO ADEQUATELY REMOVE THE ORGANICS AND SOFT SEDIMENTS.
- ALL AREAS WHICH ARE TO RECEIVE EMBANKMENT SHALL HAVE THE TOP 12-INCHES DISCED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED.
- ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ON-SITE FILL MATERIAL.
- ALL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95.0% OF STANDARD PROCTOR DENSITY WITH MOISTURE LIMITS SET FORTH IN THE SOILS REPORT.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- GRADING CONTRACTOR SHALL STOCKPILE TOP SOIL FOR SHOULDERING & SEED/SOD BEDS.
- FINISHED GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FOOT OF PLAN GRADE. PAVED AREAS SHALL BE WITHIN 0.10 FOOT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, TO THE SATISFACTION OF THE UTILITY OWNER.
- TOPSOIL SHALL BE SPREAD TO A MINIMUM THICKNESS OF 6-INCHES ON ALL LANDSCAPED AREAS.
- BACKFILL TO THE TOP OF ALL CURBS.
- ALL ELEVATIONS ARE TO THE GUTTER GRADE UNLESS NOTED OTHERWISE.
- ALL EXISTING TILE LINES ENCOUNTERED SHALL BE RESTORED OR ROUTED TO A STORM SEWER WHETHER ACTIVE OR NOT.

UTILITY NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) VERSION 2022.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY OWNER.
- RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT AND BACK FILL AROUND UNDERGROUND UTILITIES.
- WHERE SEWERS CROSS OVER OR LESS THAN 18-INCHES BELOW A WATER MAIN, LOCATE ONE FULL LENGTH OF SEWER PIPE OF WATER MAIN MATERIAL OR RCP WITH FLEXIBLE O-RING GASKET JOINTS SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATER MAIN.

SHEET LIST TABLE

SHEET #	SHEET TITLE
1	COVER
2	DIMENSION PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	LANDSCAPING PLAN
6	DETAILS

OWNER / DEVELOPER

JAM INVESTMENTS OF CEDAR FALLS LLC
1650 N. MILWAUKEE AVE, UNIT 107
CHICAGO, IL 60647
CONTACT: ASIF POONJIA
PH: (847) 220-1242
EMAIL: asif.poonjia@jamrestaurantgroup.com

PROJECT MANAGER

BART TURK
CIVIL ENGINEERING CONSULTANTS, INC.
2400 86th STREET, UNIT 12
DES MOINES, IOWA 50322
CONTACT PH: 515-276-4884, EXT. 222
EMAIL: TURK@CECLAC.COM

LEGAL DESCRIPTION

PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE I
REPLAT OF LOT 2 THAT PART OF LOT 1 LYING
WITHIN THE SW 1/4 SW 1/4 SEC 30 T 84

ZONING

HWY-1 HIGHWAY COMMERCIAL DISTRICT

LAND USE

COMMERCIAL

AREAS

BUILDING	=	3,048 SF	7%
PAVING	=	25,354 SF	55%
OPEN SPACE	=	18,068 SF	38%
TOTAL	=	46,470 SF	100%
IMPERVIOUS	=	28,402 SF	62%

PARKING REQUIREMENTS

PARKING REQUIREMENT: ONE PARKING SPACE FOR EVERY 100 SQUARE FEET OF GROSS FLOOR AREA, PLUS ONE PARKING SPACE FOR EVERY TWO EMPLOYEES WITH A MINIMUM OF FIVE PARKING SPACES FOR EMPLOYEE PARKING. WHERE DRIVE-THRU WINDOW FACILITIES ARE PROPOSED, FIVE STACKING SPACES SHALL BE PROVIDED PER WINDOW.

PARKING REQUIRED: 405 SF OF THE BUILDING IS DEDICATED TO DRIVE THRU SERVICE. CURRENTLY THE DRIVE-THRU PROPOSES 11 QUEING SPACE, 6 MORE THAN REQUIRED. THE REMAINDER OF THE GROSS FLOOR AREA: GFA OF (2840 - 405) SF LESS VESTIBULE (NON-INCIDENTAL) OF 61 SF: (2840 - 405) - 61 = 2418 SF LESS MAXIMUM OF 10% OF NON-ESSENTIAL AREAS: 2418 - [(0.10)(2418)] = 2177 SF 2177 / 100 = 22 + 5 = 27 SPACES REQUIRED



DRIVE THRU STAKING: ONE WINDOW PROPOSED
5 STAKING SPACES REQUIRED
11 SPACES PROPOSED

GENERAL LEGEND

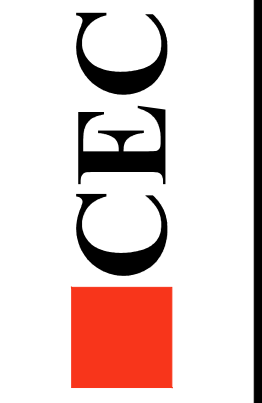
PROPOSED	EXISTING
— PLAT BOUNDARY	— LOT LINE
— SECTION LINE	○ SANITARY/STORM MANHOLE
— LOT LINE	⊗ WATER VALVE
— CENTERLINE	— FIRE HYDRANT
— EASEMENT LINE	□ STORM SEWER SINGLE INTAKE
◁ FLARED END SECTION	◻ STORM SEWER DOUBLE INTAKE
⊙ DRAIN BASIN OR SEDIMENT RISER	⊙ STORM SEWER ROUND INTAKE
⊙ DRAIN BASIN WITH SOLID GRATE	◁ FLARED END SECTION
⊕ WATER VALVE	— DECIDUOUS TREE
⊕ FIRE HYDRANT ASSEMBLY	— CONIFEROUS TREE
⊕ BLOW-OFF HYDRANT	○ SHRUB
— SCOUR STOP MAT	— POWER POLE
— TURF REINFORCEMENT MAT	— STREET LIGHT
— STORM SEWER WITH SIZE	— GUY ANCHOR
— WATER SEWER WITH SIZE	— ELECTRIC TRANSFORMER
— WATER SERVICE	— GAS METER
— PROPOSED CONTOUR	— TELEPHONE RISER
— SILT FENCE	— SIGN
1234 ADDRESS	— CATV — UNDERGROUND TELEVISION
— RIPRAP	— UGE — UNDERGROUND ELECTRIC
	— G — UNDERGROUND GAS
	— U6FO — UNDERGROUND FIBER OPTIC
	— UST — UNDERGROUND TELEPHONE
	— OHN — OVERHEAD ELECTRIC
	— SAN ^{6"} — SANITARY SEWER WITH SIZE
	— ST ^{12"} — STORM SEWER WITH SIZE
	— W ^{18"} — WATER MAIN WITH SIZE
	— 926 — EXISTING CONTOUR
	— TREELINE
	— B.S.L. — BUILDING SETBACK LINE
	— P.U.E. — PUBLIC UTILITY EASEMENT
	— M.O.E. — MINIMUM OPENING ELEVATION
	— U.N.O. — UNLESS NOTED OTHERWISE

CERTIFICATION

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

BY: BART A. TURK DATE: 04-20-2023
LANDSCAPE ARCHITECT NO. 279
IOWA REG. NO. 219
MY LICENSE RENEWAL DATE IS: JUNE 30, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: 1
SHEETS 1-5

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

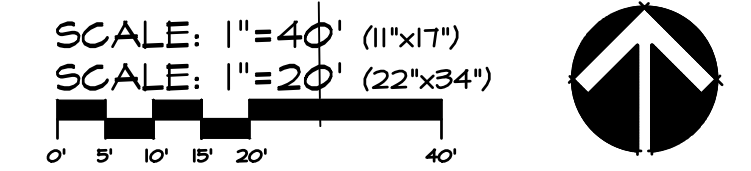
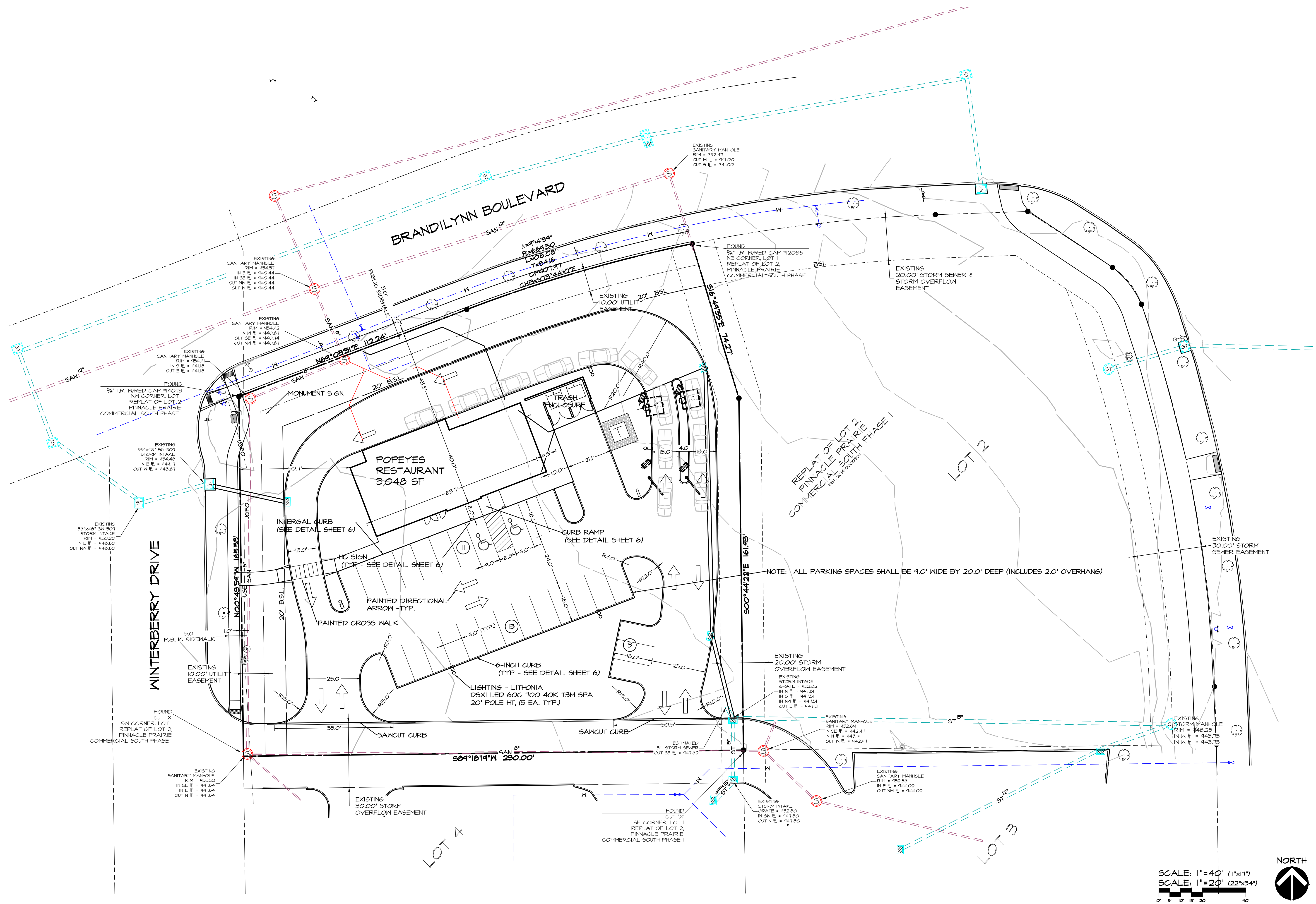


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DESIGNED BY:	BAT
DRAWN BY:	MM

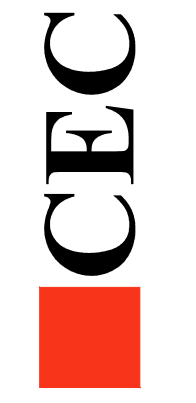
POPEYE'S RESTAURANT
BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA

DATE:	Apr. 20, 2023
3RD SUB.	
2ND SUB.	
SUBMITTAL	04-20-2023
DATE OF SURVEY:	
DESIGNED BY:	BAT
DRAWN BY:	MM

POPEYE'S RESTAURANT
BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA
DIMENSION PLAN



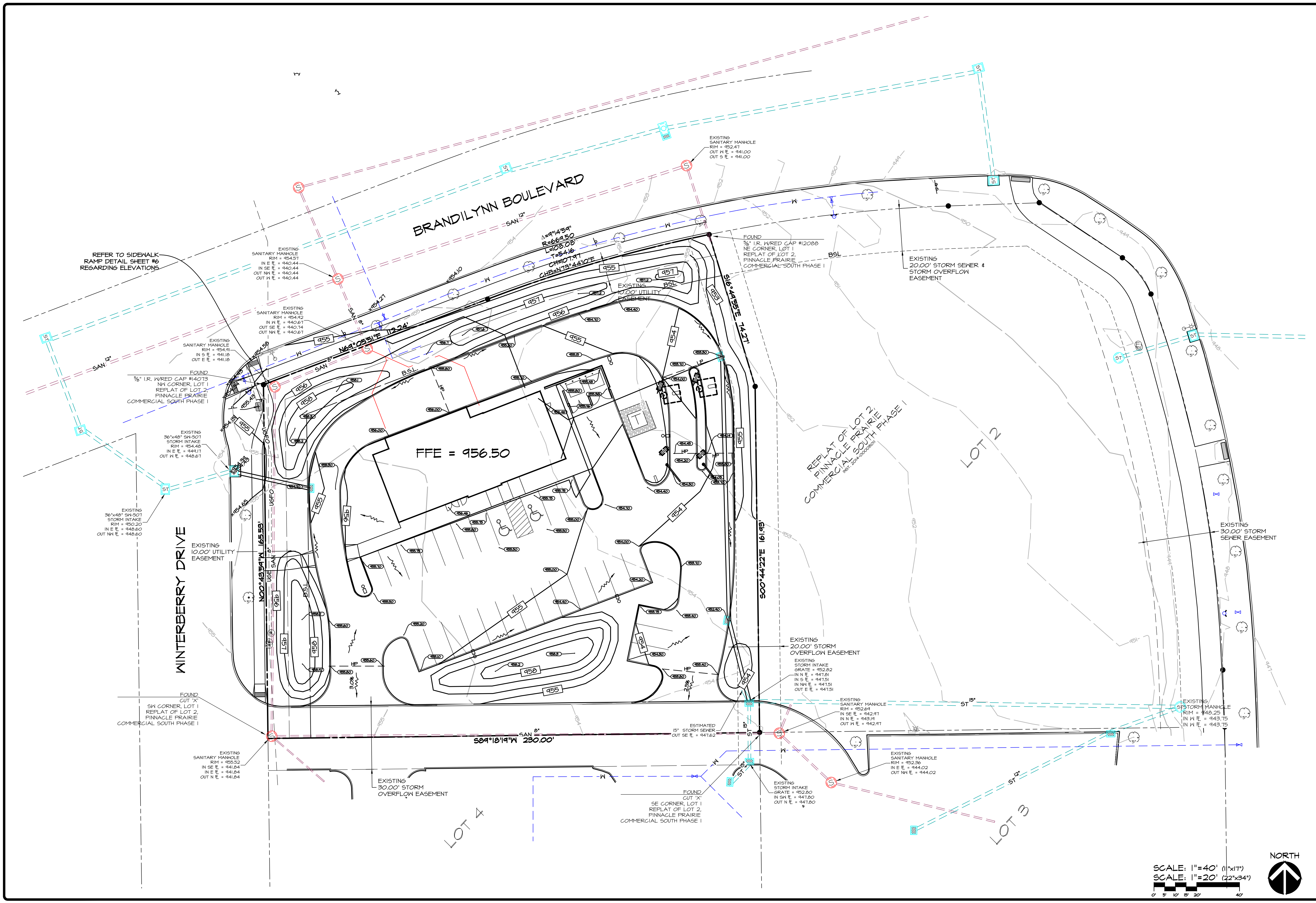
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2ND SUB.	
SUBMITTAL	04-20-2023
DATE OF SURVEY:	
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DRAWN BY:	MM

POPEYE'S RESTAURANT
BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA
GRADING PLAN

SHEET
OF 6
A-2181



REFER TO SIDEWALK RAMP DETAIL SHEET #6 REGARDING ELEVATIONS

WINTERBERRY DRIVE

BRANDILYNN BOULEVARD

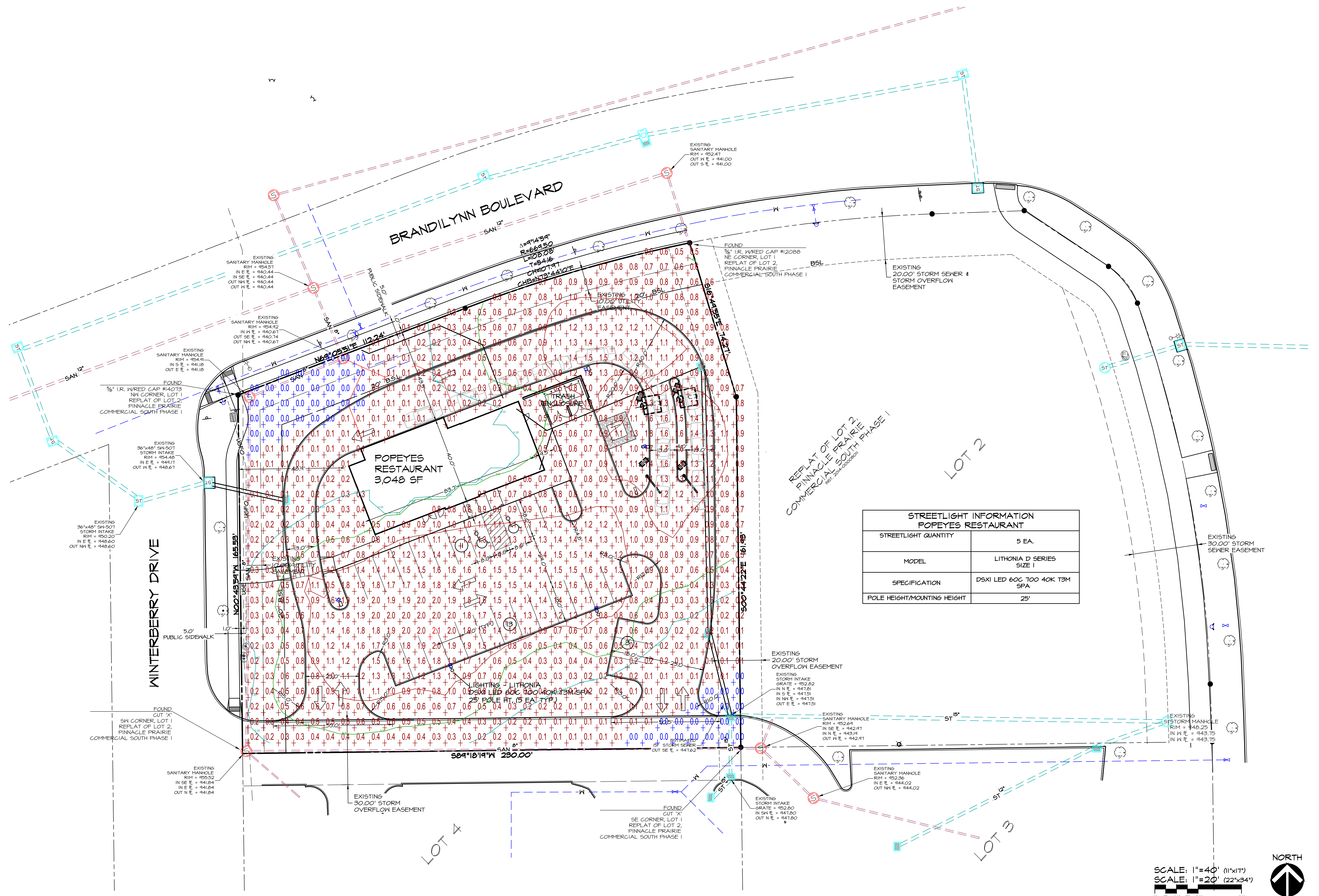
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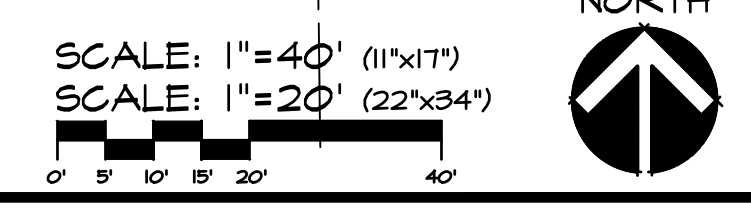


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	2ND SUB.	BAT
SUBMITTAL:	04-20-2023	BAT
DATE OF SURVEY:		BAT
DESIGNED BY:		BAT
DRAWN BY:		BAT



STREETLIGHT QUANTITY	5 EA.
MODEL	LITHONIA D SERIES SIZE I
SPECIFICATION	DSXI LED 60C 100 40K T3M SPA
POLE HEIGHT/MOUNTING HEIGHT	25'



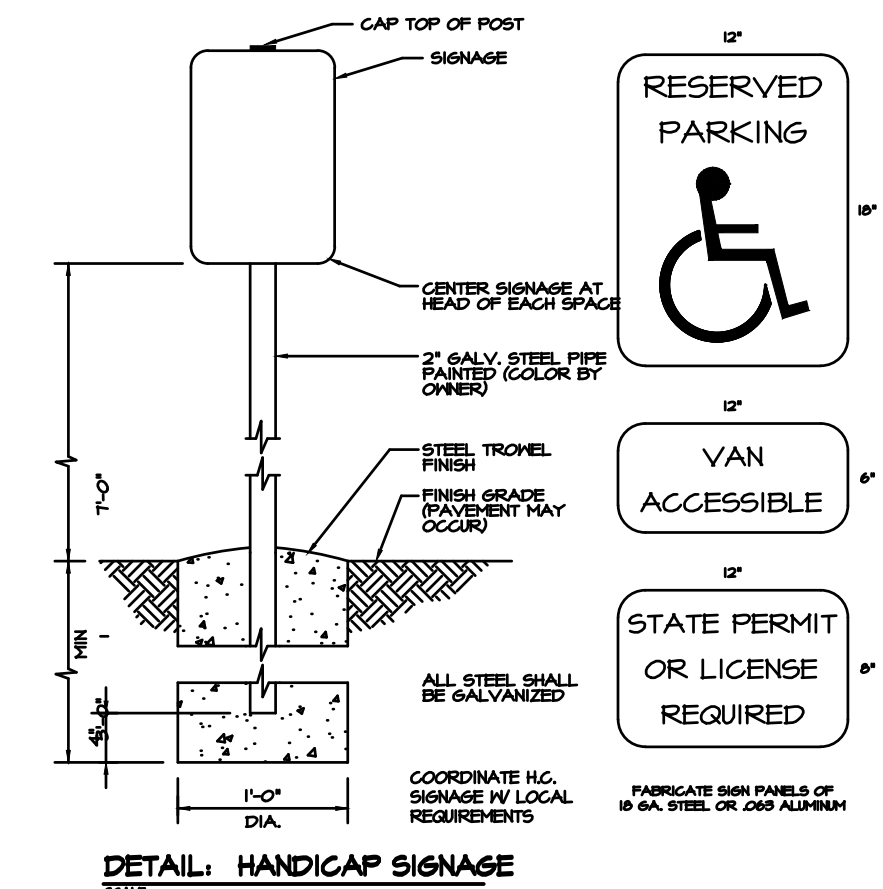
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DRAWN BY:		

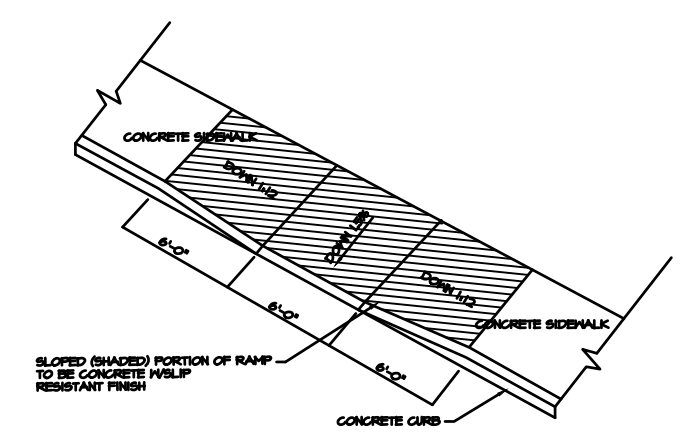
POPEYE'S RESTAURANT
BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA

DETAILS

SHEET	7
OF	7

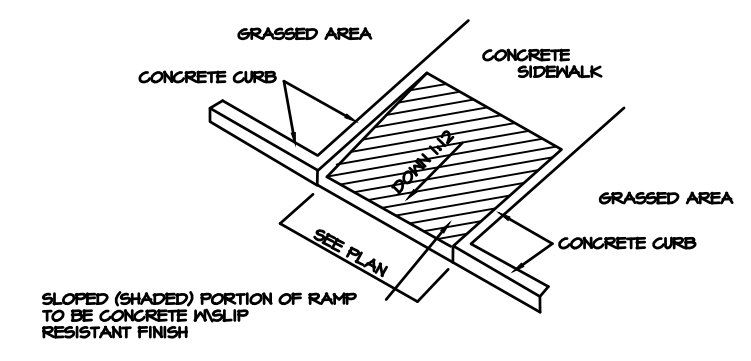


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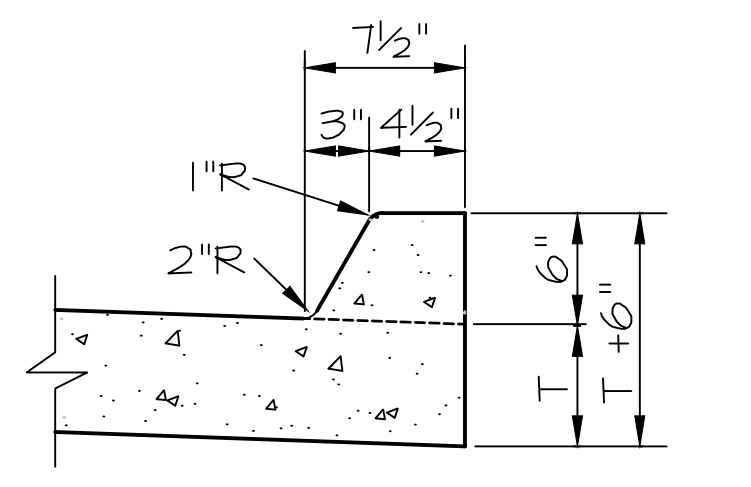
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CURB RAMP
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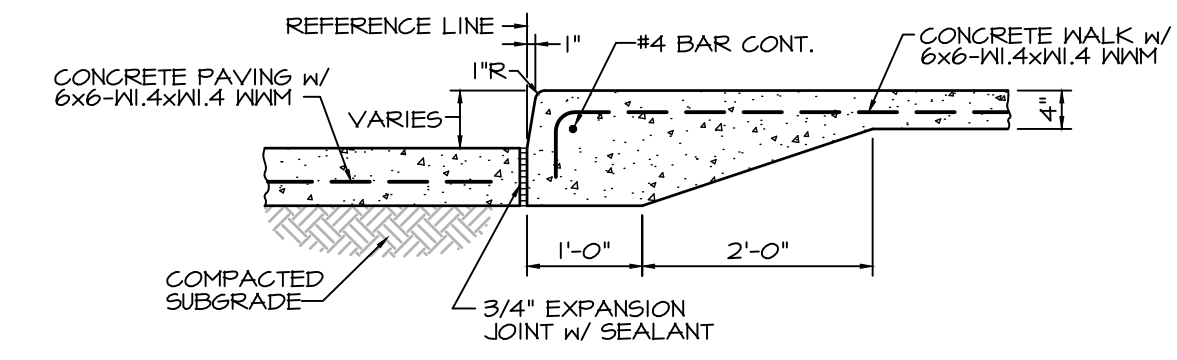
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CURB RAMP
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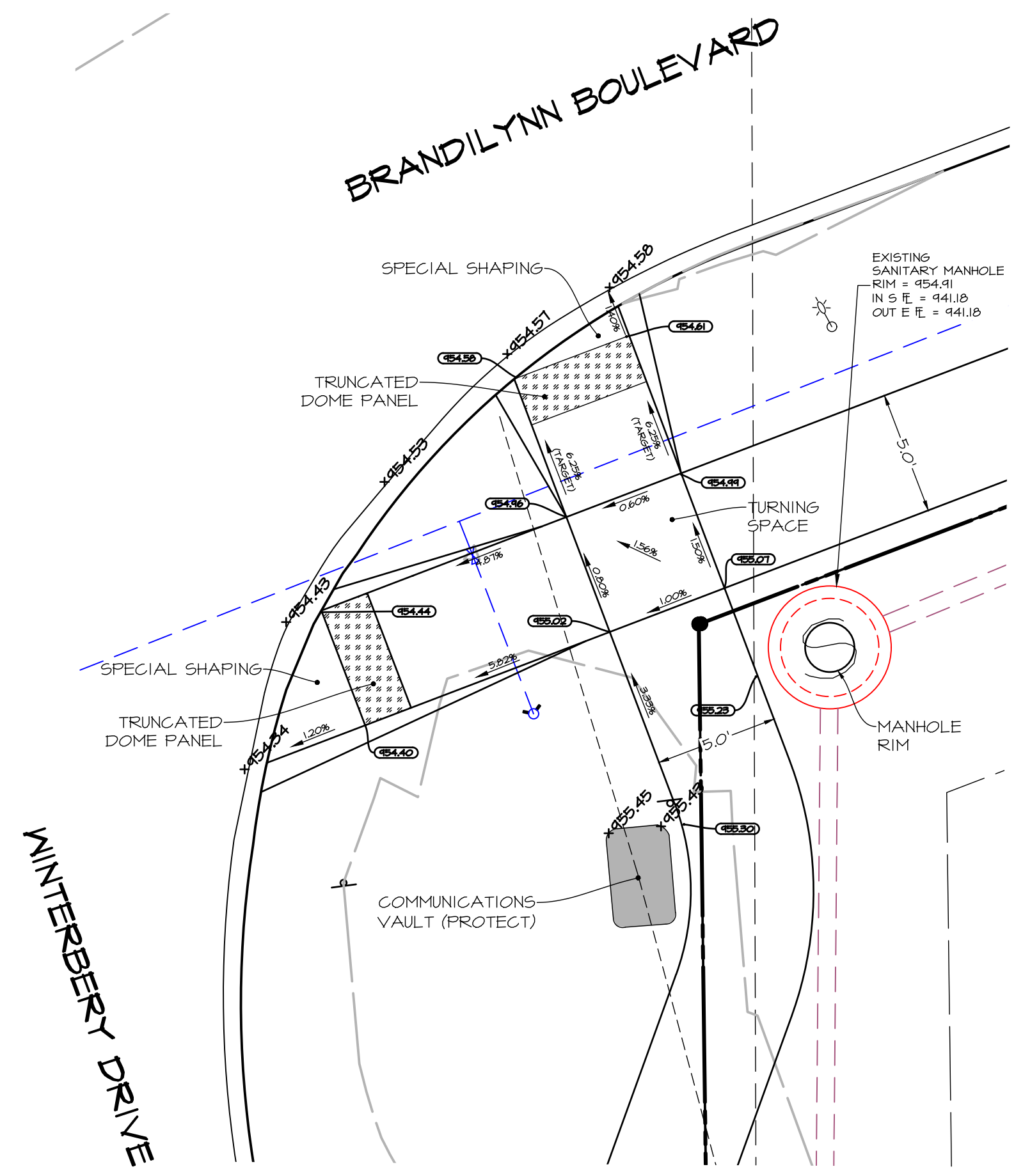


(T IS THE THICKNESS SPECIFIED FOR PAVEMENT)

CONCRETE CURB DETAIL
NO SCALE



INTERGRAL CURB AND SIDEWALK
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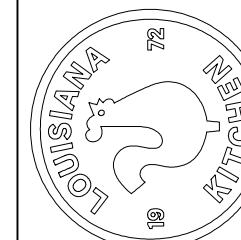


PUBLIC SIDEWALK RAMP DETAIL

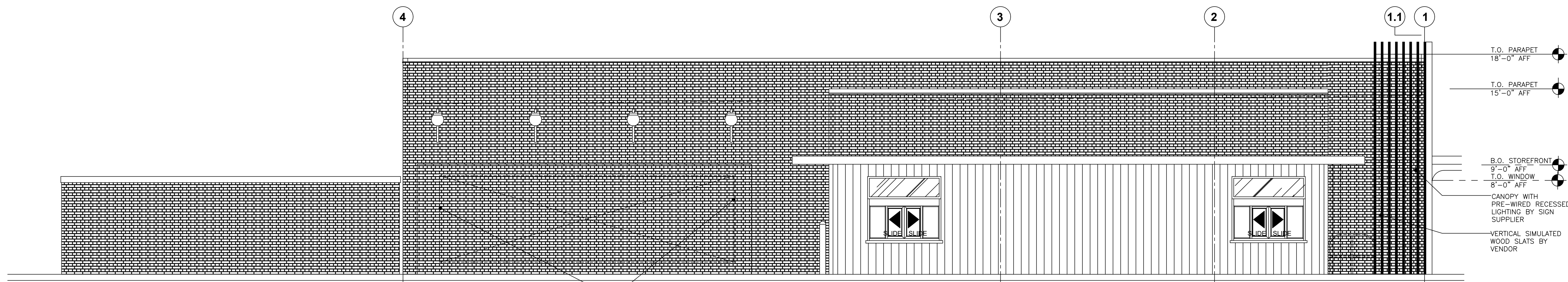
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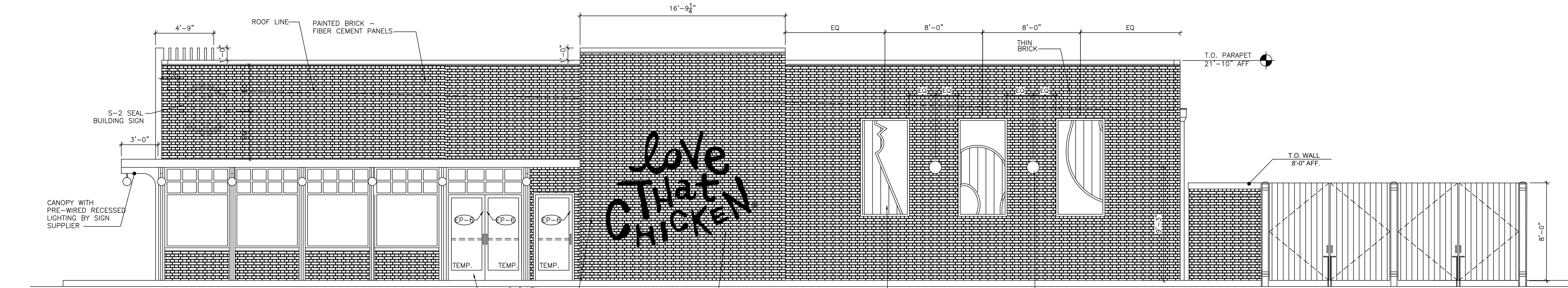




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DRAWN BY: T.V.S.	NO. 1000000000	NO. 1000000000	NO. 1000000000	NO. 1000000000



NORTH ELEVATION
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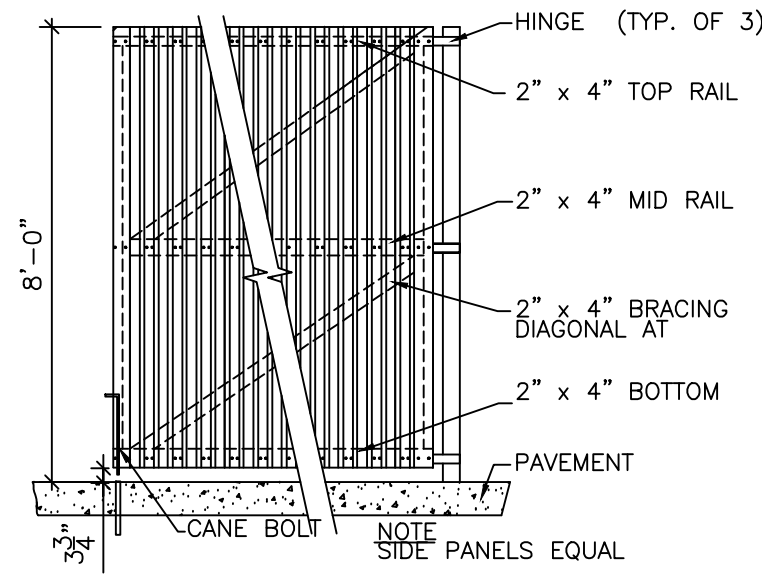


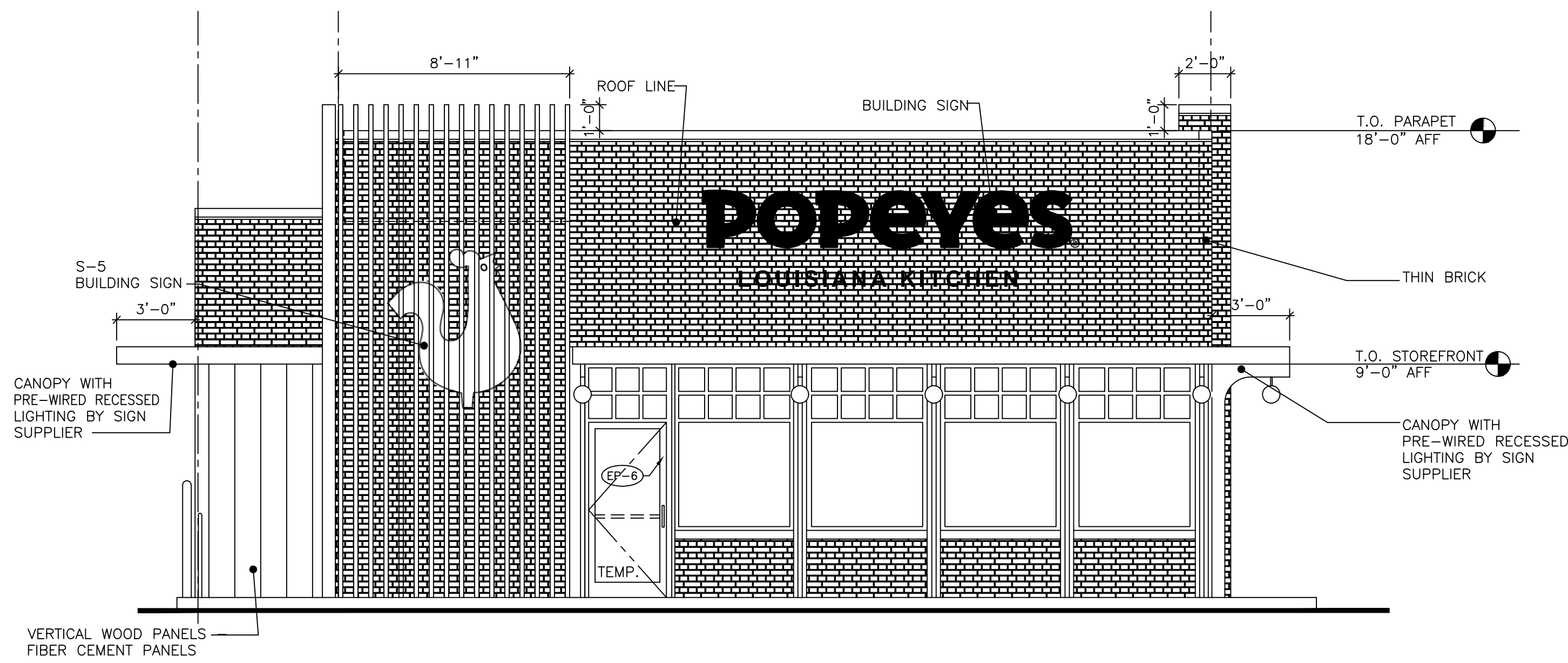
SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"

2021 POPEYE'S FINISH SCHEDULE								
EXTERIOR MATERIALS & FINISH SCHEDULE								
3/25/2021	CODE	MATERIAL	LOCATION	SOURCE	PRODUCT	COLOR	DIMENSION	ADDITIONAL INFORMATION
	EB-1	FACE BRICK	ACCENT TOWER BRICK	NICHHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BUFF	7 3/8"x2 1/2"x3/4"	CONTACT: M. STEPHENSON 770.7898228 popeyes@nichha.com
				ALT. OPTION: CREATIVE MATERIALS CORP.	VINTAGE BRICK	ALEXANDRIA BUFF	7 3/8"x2 1/2"x3/4"	CONTACT: M. STEPHENSON 770.7898228 popeyes@nichha.com
	EF-1	EXT. WOOD SIDING	FRONT FACADE EXT. WALL	NICHHA FIBER CEMENT	VINTAGE WOOD AWP 3030	CEDAR	17 7/8" x 119 5/16" L	CONTACT: M. STEPHENSON 770.7898228 popeyes@nichha.com
	EP-1	EXTERIOR PAINT	MAIN WALL SURFACE ABOVE WANSNOT ACCENT TRIM	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	WHITE OC-125 MOONLIGHT WHITE		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 7551 GREEK VILLA		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-2	EXTERIOR PAINT	BRICK TOWER MTL COPING	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	ROOT BEER CANDY 2105-20		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 6062 RUGGED BROWN		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-3	EXTERIOR PAINT	EXTERIOR WANSNOT, SLL PAINT & DUMPSTER WALLS	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	"GRAY" HC-170 STONINGTON GREY		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 7657 TINSMITH		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-4	EXTERIOR PAINT	BOLLARDS & DIRECTIONAL SIGN POLES	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	INDUSTRIAL ENAMEL HS	SAFETY YELLOW		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-5	METAL PAINT	DRIVE THRU WINDOW CANOPY	BY MANUFACTURE	BY MANUFACTURE	ORANGE PANTONE #3564 BY MFR.		PROVIDED BY MANUFACTURE
	EP-6	METAL PAINT	BUILDING CANOPIES	BY MANUFACTURE	BY MANUFACTURE	TEAL PANTONE #326 C BY MFR.		PROVIDED BY MANUFACTURE
	EP-7	EXTERIOR PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	INDUSTRIAL ENAMEL HS	SW 6991 BLACK MAGIC		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-8	EXTERIOR PAINT	ALL EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE-GLOSS	ANTI-GRAFFITI COAT-V500-00 CLEAR		CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	2K WATERBASEURETHANE-GLOSS	ANTI-GRAFFITI COAT-865-190/865V190		CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	DP-1	DOOR	EXTERIOR DOORS MAIN ENTR. AND SIDE ENTRANCE	BY MANUFACTURE	BY MANUFACTURE	ORANGE PANTONE #3564 BY MFR.		PROVIDED BY MANUFACTURE
	ES-1	SHUTTERS	EXTERIOR WALLS	BY MANUFACTURE	BY MANUFACTURE	TEAL PANTONE #326 C BY MFR.		PROVIDED BY MANUFACTURE

SPECIFICATIONS

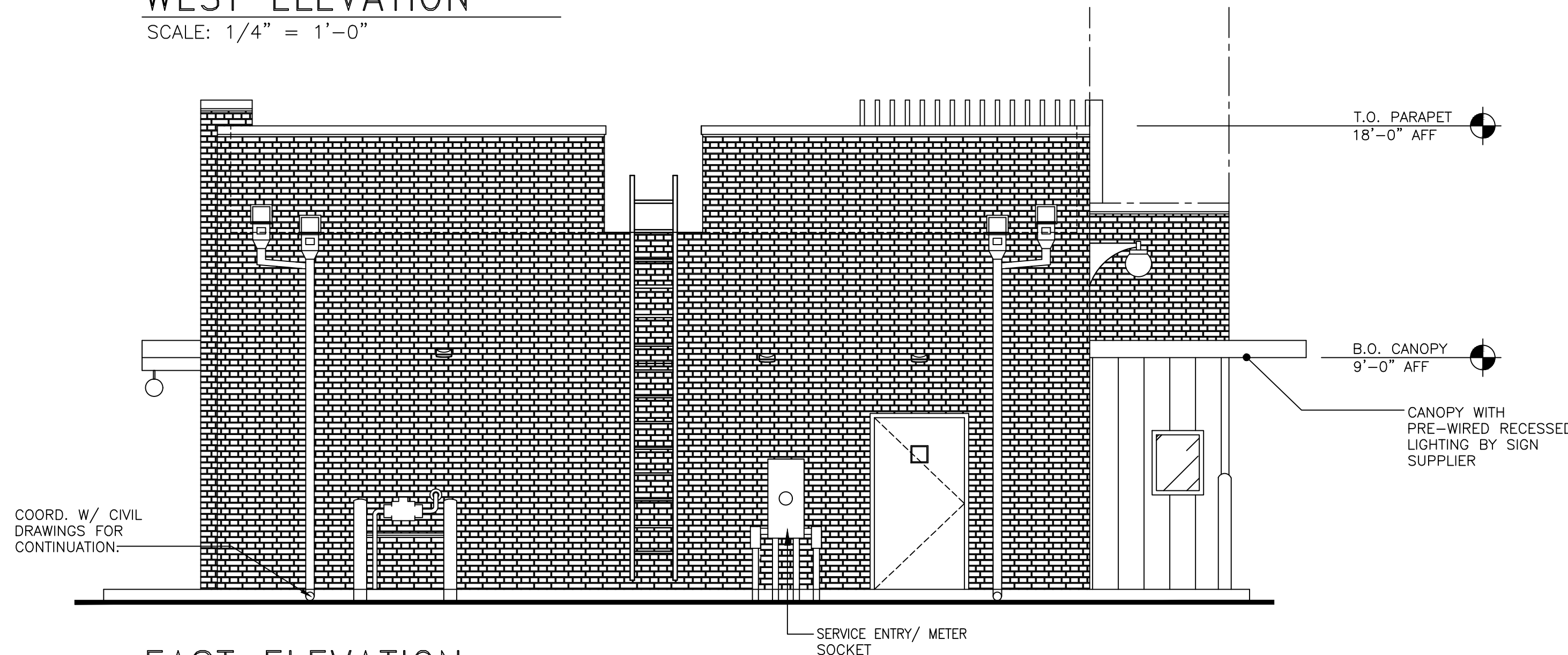
SECTION 8A: ALUMINUM ENTRANCE, STOREFRONT
 GENERAL PROVISIONS
 SCOPE: FURNISH AND INSTALL THE ALUMINUM ENTRANCE AND STOREFRONT SYSTEMS PER NATIONAL ACCOUNTS AND APPLICABLE DRAWINGS AND SPECIFICATIONS.
 MATERIALS
 1. ALUMINUM STOREFRONT AND ENTRANCE FRAMES: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
 2. ALUMINUM ENTRANCE DOORS: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
 3. PANIC HARDWARE: WHEN PANIC HARDWARE IS REQUIRED ON EXTERIOR DOORS, THE PANIC DEVICE IS ON EXTERIOR ENTRY DOORS WHEN SPECIFIED IN HARDWARE SCHEDULE.
 4. DRIVE-THRU SERVICE WINDOW: THE DRIVE-THRU SERVICE WINDOW WILL BE SUPPLIED & INSTALLED BY G.C. VERIFY EXACT TYPE OF WINDOW WITH PLANS. DARK BRONZE FINISH.
 WINDOW TO BE:
 A. BASE BID - "QUICK-SERV" M.C.E. WINDOW FLUSH MOUNT.
 5. MISCELLANEOUS FLASHING/TRIM: ALUMINUM HEAD, SILL, COLUMN AND WALL TRIM. SEE EXTERIOR ELEVATIONS FOR FINISH.
 PERFORMANCE
 1. INSTALLATION: INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION. PLACE IN CORRECT LOCATION AS SHOWN IN THE DETAILS. LEVEL, SQUARE, AND PLUMB AT PROPER ELEVATIONS AND IN ALIGNMENT WITH OTHER WORK. MAINTAIN SPACE IN HEAD POCKET FOR 1/4" HEAD DEFLECTION. INSURE FRAMING PROFILES MEET INSTALLATION REQUIREMENTS OF GLAZING UNITS TO MAINTAIN WARRANTY. SEE SECTION 8-D: GLAZING.
 SECTION 8D: GLAZING
 GENERAL PROVISIONS
 1. SCOPE: FURNISH AND INSTALL GLASS IN STOREFRONT AND DRIVE-THRU SERVICE WINDOW.
 MATERIALS
 1. STOREFRONT GLAZING - REFER TO CONSTRUCTION DRAWINGS AND NOTES.
 PERFORMANCE
 2. ALLOW FOR 1/4" MINIMUM HEAD DEFLECTION DUE TO LIVE LOAD. GUARANTEES AND WARRANTIES: AT THE COMPLETION OF THE GLAZING, PROVE THE INSTALLATION WATERTIGHT BY SPRAYING ALL JOINTS WITH A GARDEN HOSE WITH NOZZLE SET FOR MAXIMUM PRESSURE. PROVIDE ADDITIONAL CAULKING OR SEALANT, OR RESET GLASS AS NECESSARY TO EFFECT A WATERTIGHT JOB.
 NOTE: GENERAL CONTRACTOR TO REVIEW FINAL APPROVED SIGN DRAWINGS PRIOR TO ELECTRICAL ROUGH-IN.





WEST ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"

NOTE: TRASH ENCLOSURE OMITTED FOR CLARITY.

2021 POPEYE'S FINISH SCHEDULE

EXTERIOR MATERIALS & FINISH SCHEDULE						
3/25/2021	CODE	MATERIAL	LOCATION	SOURCE	PRODUCT	ADDITIONAL INFORMATION
	EB-1	FACE BRICK	ACCENT TOWER BRICK	NICHIHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BUFF 7 3/8"x2 1/2"x3/4" CONTACT: M. STEPHENSON 770.7898228 popeyes@nichiha.com
				ALT. OPTION: CREATIVE MATERIALS CORP.	VINTAGE BRICK	ALEXANDRIA BUFF 7 3/8"x2 1/2"x3/4" CONTACT: M. STEPHENSON 770.7898228 popeyes@nichiha.com
	EF-1	EXT. WOOD SIDING	FRONT FACADE EXT. WALL	NICHIHA FIBER CEMENT	VINTAGE WOOD ANP 3030	CEDAR 17 7/8"x119 5/16" L CONTACT: M. STEPHENSON 770.7898228 popeyes@nichiha.com
	EP-1	EXTERIOR PAINT	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	WHITE OC-125 MOONLIGH WHITE CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 7551 GREEK VILLA CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-2	EXTERIOR PAINT	BRICK TOWER MTL COPING	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	ROOT BEER CANDY 2105-20 CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 6062 RUGGED BROWN CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-3	EXTERIOR PAINT	EXTERIOR WAINSCOT, SLL PAINT & DUMPSTER WALLS	BENJAMIN MOORE	ULTRA SPECEXT LOW LUSTER (N455)	"GRAY" HC-170 STONINGTON GREY CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	A-100 EXTERIOR LATEX SATIN	SW 7657 TINSMITH CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-4	EXTERIOR PAINT	BOLLARDS & DIRECTIONAL SIGN POLES	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	INDUSTRIAL ENAMEL HS	SAFETY YELLOW CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-5	METAL PAINT	DRIVE THRU WINDOW CANOPY	BY MANUFACTURE	ORANGE PANTONE #3564 BY MFR.	PROVIDED BY MANUFACTURE
	EP-6	METAL PAINT	BUILDING CANOPIES	BY MANUFACTURE	TEAL PANTONE #326 C BY MFR.	PROVIDED BY MANUFACTURE
	EP-7	EXTERIOR PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	INDUSTRIAL ENAMEL HS	SW 6991 BLACK MAGIC CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	EP-8	EXTERIOR PAINT	ALL EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE-GLOSS	ANTI-GRAFFITI COAT-V500-00 CLEAR CONTACT: RODGER LIPPMAN rodger.lippman@benjaminmoore.com
				SHERWIN WILLIAMS	2K WATERBASEDURETHANE-GLOSS	ANTI-GRAFFITI COAT-B65-190/865V190 CONTACT: GLENN REMLER 954.547.1217 glen.j.remler@sherwin.com
	DP-1	DOOR	EXTERIOR DOORS MAIN ENTR. AND SIDE ENTRANCE	BY MANUFACTURE	BY MANUFACTURE	ORANGE PANTONE #3564 BY MFR. PROVIDED BY MANUFACTURE
	ES-1	SHUTTERS	EXTERIOR WALLS	BY MANUFACTURE	BY MANUFACTURE	TEAL PANTONE #326 C BY MFR. PROVIDED BY MANUFACTURE

SPECIFICATIONS:
DIVISION 7: THERMAL AND MOISTURE PROTECTION

SECTION 7C: SHEET METAL WORK

GENERAL PROVISIONS
1. SCOPE: FURNISH AND INSTALL GRAVEL STOPS, FLASHING, PARAPET CAP, DOWNSPOUTS, AND GUTTERS.
A. ROOFING MEMBRANE FLASHING IS INCLUDED IN SECTION 7B: MEMBRANE ROOFING.

MATERIALS
1. MATERIALS SHEET METAL: .032 ALUMINUM.
2. NAIL FASTENERS: 1 3/4" X 11 GAUGE GALVANIZED, STAINLESS STEEL, OR ALUMINUM ROOFING NAILS MAY BE USED FOR FASTENERS INTO WOOD WHEN CONCEALED ONLY.
3. WASHERS: NEOPRENE
4. SCREW FASTENERS: CORROSION-RESISTANT, SELF-TAPPING, HEX HEAD SCREW, 1/4" MINIMUM DIAMETER WITH SUFFICIENT LENGTH TO PENETRATE 1" MINIMUM INTO WOOD OR 1/2" MINIMUM INTO STEEL. PROVIDE NEOPRENE SEALING WASHER FOR EXPOSED FASTENERS.

PERFORMANCE
1. INSTALLATION: EXPOSED FLASHINGS SHALL BE PAINTED TO MATCH ADJACENT MATERIALS. VERIFY WITH POPEYE'S CONSTRUCTION MANAGER.
SECTION 7D: STANDING SEAM CANOPY

PART 1 - GENERAL
1.0 SUBMITTALS
A. SUBMIT FOR APPROVAL SAMPLES, SHOP DRAWINGS, PRODUCT DATA.
QUALITY ASSURANCE
A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

WARRANTY
METAL ROOF SYSTEM MANUFACTURER, UPON FINAL ACCEPTANCE FOR PROJECT, FURNISH A WARRANTY COVERING BARE METAL AGAINST RUPTURE, STRUCTURAL FAILURE AND PERFORATION DUE TO NORMAL ATMOSPHERIC CORROSION EXPOSURE FOR A PERIOD OF 20 YEARS.

PART 2 - PRODUCTS (UC-4 SERIES, AS MANUFACTURED AND SPECIFIED BY UNA-CLAD, METAL ROOF SYSTEMS.)
2.0 MATERIALS

A. METAL ROOF SYSTEM PROFILE:
1. UC-4 "NO CLIP", 1 1/2" HIGH BATTENS X 12" RIB TO RIB. (SMALL BATTEN-SB)
2. CONCEALED FASTENER
B. GAUGE:
1. .026 GAUGE - STEEL
C. TEXTURE:
1. SMOOTH.
D. FINISH:
1. PREMIUM FLUOROCARBON COATING PRODUCED WITH KYNAR 500 OR HYLAR 5000 RESIN (20 YEAR WARRANTY.)
E. MANUFACTURER:
1. UNA-CLAD OR EQUAL.

PART 3 - EXECUTION
3.0 INSTALLATION
A. COMPLY WITH SMACNA SHEET METAL MANUAL RECOMMENDATIONS. COMPLY WITH ACCESSORY MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS. COORDINATE INSTALLATION WITH ROOFING SYSTEM TO ENSURE WEATHERTIGHT PERFORMANCE.
B. ANCHOR SECURELY TO STRUCTURE TO WITHSTAND INWARD AND OUTWARD LOADS.
C. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.

DIVISION 9: FINISHES
SECTION 9C: EIFS

PART 1 GENERAL
1.01 DESCRIPTION
A. DESIGN REQUIREMENTS: THE STRUCTURAL WALL SYSTEM TO WHICH THE EIFS IS ATTACHED SHALL MEET L/240 MAXIMUM ALLOWABLE DEFLECTION CRITERIA AND APPLICABLE BUILDING CODE REQUIREMENTS.

1.02 SUBMITTALS
A. SUBMIT SAMPLES FOR APPROVAL AS DIRECTED BY OWNER.

1.03 DELIVERY, STORAGE AND HANDLING
A. ALL EIFS MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL SEALED CONTAINERS BEARING MANUFACTURER'S NAME AND IDENTIFICATION OF PRODUCT WITH WRITTEN APPLICATION INSTRUCTIONS AND APPROPRIATE HEALTH, HAZARD, AND SAFETY DATA.
B. ALL EIFS READY-MIXED MATERIALS SHALL BE PROTECTED FROM EXTREME HEAT, SUN AND FROST. FACTORY PROPORTIONED BAGGED MATERIALS SHALL BE STORED OFF THE GROUND AND PROTECTED FROM MOISTURE.
1.04 JOB CONDITIONS
A. ALL EIFS MATERIALS SHALL NEVER BE APPLIED IF AMBIENT AND SURFACE TEMPERATURES CANNOT BE KEPT ABOVE 40° F DURING APPLICATION AND DRYING PERIOD. FOR INSTALLATION IN TEMPERATURES LESS THAN 40° F SUPPLEMENTARY HEAT SHALL BE PROVIDED. THE INSTALLED EIFS MATERIALS SHALL BE PROTECTED FROM EXPOSURE TO RAIN AND FREEZING UNTIL DRY.

1.11 WARRANTY
A. PROVIDE MANUFACTURER'S STANDARD LABOR AND MATERIAL WARRANTY.

PART 2 PRODUCTS
2.01 MANUFACTURERS
A. DRYVIT SYSTEMS, INC.

2.02 ADHESIVES
A. DISPERSION ADHESIVE - NONCEMENTITIOUS, ACRYLIC BASED ADHESIVE.
2.03 INSULATION BOARD
A. NOMINAL 1.0 lb/cubic feet (16 kg/cubic meter) EXPANDED POLYSTYRENE (EPS) INSULATION BOARD IN COMPLIANCE WITH ASTM C 578 TYPE I REQUIREMENTS, AND ENR GUIDE SPECIFICATION FOR EXPANDED POLYSTYRENE (EPS) INSULATION BOARD.

2.04 BASECOAT
A. ONE-COMPONENT POLYMER MODIFIED CEMENTITIOUS BASE COAT WITH FIBER REINFORCEMENT AND LESS THAN 33% PORTLAND CEMENT CONTENT BY WEIGHT.

2.05 REINFORCING MESHES
A. STANDARD MESH
1. MESH NOMINAL 4.5 oz/sq.yd. (163 g/sq.meter), SYMMETRICAL, INTERLACED OPEN-WEAVE GLASS FIBER FABRIC MADE WITH MINIMUM 25 PERCENT BY WEIGHT ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.
B. HIGH IMPACT MESH
1. INTERMEDIATE MESH (MESH C) - NOMINAL 11.0 oz/sq.yd. HIGH IMPACT, INTERWOVEN, OPEN WEAVE GLASS FIBER FABRIC WITH ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.

2.06 PRIMER
A. PRIMER
ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)

2.07 FINISH COAT
A. ACRYLIC BASED TEXTURED WALL COATING. SEE E.I.F.S. FORMULAS FOR FINISH COLOR.

2.08 JOB MIXED INGREDIENTS
A. PORTLAND CEMENT: ASTM C 150, TYPE I.
B. WATER: CLEAN AND POTABLE.

PART 3 EXECUTION

A. UNDER NO CIRCUMSTANCES SHALL ANY OF THE PRODUCTS BE ALTERED BY ADDING ANY ADDITIVES, EXCEPT FOR SMALL AMOUNTS OF CLEAN WATER AS DIRECTED ON LABEL. ANTIFREEZE, ACCELERATORS, RAPID BINDERS, ETC., ARE FORBIDDEN.
B. THE SURFACE TO RECEIVE THE EIFS SHALL BE STRUCTURALLY SOUND, CLEAN, DRY AND FREE OF WARPAGE, RESIDUAL MOISTURE OR DAMAGE FROM MOISTURE. SURFACES SHALL BE UNIFORM, WITH NO IRREGULARITIES GREATER THAN 1/8" IN 4'-0". SURFACES SHALL BE INSPECTED FOR COMPLIANCE WITH THE FOLLOWING REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS:

1. PLYWOOD SHEATHING SHALL MEET A.P.A. (AMERICAN PLYWOOD ASSOCIATION) REQUIREMENTS FOR EXTERIOR OR EXPOSURE 1 CLASSIFICATION. APA DESIGN AND CONSTRUCTION GUIDELINES SHALL BE FOLLOWED FOR STORAGE, HANDLING AND INSTALLATION. MANUFACTURER'S PUBLISHED RECOMMENDATIONS SHALL BE FOLLOWED FOR SHALL BE FOLLOWED FOR STORAGE, HANDLING, STORAGE, HANDLING, INSTALLATION AND PROTECTION. ANY SHEATHING NOT IN COMPLIANCE SHALL BE REPLACED TO CONFORM WITH SPECIFICATION REQUIREMENTS PRIOR TO INSTALLATION OF THE EIFS.

2. CONCRETE, MASONRY OR PLASTER SURFACES SHALL BE PROPERLY CURED AND FREE OF DIRT, DUST, OIL, GREASE, MILDEW, FUNGUS, LATENCY, PAINT, EFFLORESCENCE AND ANY OTHER CONTAMINANT. ANY SURFACES NOT IN COMPLIANCE SHALL BE CORRECTED PER MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION OF THE EIFS.

C. AFTER SATISFACTORY INSPECTION OF SURFACES AND CORRECTION OF ANY DEVIATIONS FROM SPECIFICATION REQUIREMENTS, THE EIFS INSTALLATION MAY BEGIN PER MANUFACTURER'S INSTRUCTIONS.

D. THE STARTER STRIP OF MESH SHALL BE WIDE ENOUGH TO ADHERE 4" OF MESH ONTO THE WALL, BE ABLE TO WRAP AROUND THE BOARD EDGE AND COVER APPROXIMATELY 4" ON THE OUTSIDE SURFACE OF THE BOARD. THIS "BACKWRAP" PROCEDURE SHALL BE FOLLOWED AT ALL EXPOSED BOARD EDGES IN ACCORDANCE WITH DETAILS (EXAMPLE-WINDOW AND DOOR HEADS AND JAMBS).

ALL AREAS WHERE THE EIFS MEETS DISSIMILAR MATERIAL OR TERMINATES (FOR EXAMPLE, WINDOW AND DOOR FRAMES) SHALL HAVE THE INSULATION BOARD CUT BACK FROM THE ADJOINING MATERIAL A MINIMUM OF 1/4" TO FORM AN ISOLATION JOINT. THE ADJOINING INSULATION BOARD, STAGGER VERTICAL JOINTS AND INTERLOCK BOARDS AT ALL INSIDE AND OUTSIDE CORNERS. APPLY FIRM PRESSURE OVER ENTIRE SURFACE OF THE BOARDS TO INSURE UNIFORM CONTACT. BOARDS SHALL BRIDGE SHEATHING JOINTS BY A MINIMUM OF 8". ALL BOARD JOINTS SHALL BE BUTTED TIGHTLY TOGETHER TO ELIMINATE ANY THERMAL BREAKS IN THE EIFS. CARE MUST BE TAKEN TO PREVENT ANY ADHESIVE FROM GETTING BETWEEN THE JOINTS OF THE BOARDS. ALL OPEN JOINTS IN THE INSULATION BOARD LAYER SHALL BE FILLED WITH SLIVERS OF INSULATION OR AN APPROVED SPRAY FOAM.

F. NAILS, SCREWS, OR ANY OTHER TYPE OF NONTHERMAL MECHANICAL FASTENER SHALL NOT BE USED.

G. EXPANSION JOINTS ARE REQUIRED IN THE EIFS WHERE THEY EXIST IN THE SUBSTRATE, WHERE THE EIFS ADJOINS DISSIMILAR CONSTRUCTION, AND AT FLOOR LINES IN MULTILEVEL WOOD FRAME CONSTRUCTION. THE EIFS SHALL TERMINATE AT THE EXPANSION JOINT TO PROVIDE APPROPRIATE JOINT SIZE (SEE DETAILS) AND ALL BOARD EDGES SHALL BE COATED WITH APPROPRIATE GROUND COAT AND MESH IN ACCORDANCE WITH STANDARD "BACKWRAPPING" PROCEDURE. APPROPRIATE SEALANT/PRIMER AND BACKER SHALL BE INSTALLED AFTER GROUND COAT IS FULLY DRY TO PREVENT ANY WATER FORM GETTING INTO OR BEHIND THE SYSTEM.
H. USE OF PLASTIC OR METAL CORNER BEADS, STOPBEADS, ETC., IS FORBIDDEN.

I. APPLY APPROPRIATE GROUND COAT OVER THE INSULATION BOARD WITH PROPER SPRAY EQUIPMENT OR A STAINLESS STEEL TROWEL TO A UNIFORM THICKNESS OF APPROXIMATELY 1/16". WORK HORIZONTALLY OR VERTICALLY IN STRIPS OF 40", AND IMMEDIATELY EMBED STANDARD REINFORCING MESH INTO THE WET GROUND COAT. THE MESH SHALL BE DOUBLE WRAPPED AT ALL CORNERS AND OVERLAPPED NOT LESS THAN 2-1/2" AT MESH JOINTS. AVOID WRINKLES IN THE MESH. THE FINISH THICKNESS OF THE GROUND COAT SHALL BE SUCH THAT THE MESH IS FULLY EMBEDDED. ALLOW GROUND COAT TO THOROUGHLY DRY BEFORE APPLYING PRIMER OR FINISH.

J. DUPLICATE INSTALLATION PROCESS NOTED IN 3.01 M USING STANDARD MESH CREATING SECOND MESH LAYER AND ADDITIONAL IMPACT RESISTANCE. ALLOW TO DRY BEFORE APPLICATION OF EITHER STO PRIMER (OPTIONAL) OR STO FINISH.
K. IF A PRIMER IS USED, APPLY WITH BRUSH, ROLLER OR PROPER SPRAY EQUIPMENT OVER CLEAN, DRY GROUND COAT AND ALLOW TO DRY THOROUGHLY BEFORE APPLYING FINISH. P. APPLY FINISH DIRECTLY OVER THE GROUND COAT (OR PRIMED GROUND COAT) ONLY AFTER THE GROUND COAT/PRIMER HAS THOROUGHLY DRIED. THE FINISH SHALL BE APPLIED BY SPRAYING, ROLLING OR TROWELING WITH A STAINLESS STEEL TROWEL, DEPENDING ON FINISH SPECIFIED. GENERAL RULES FOR APPLICATION OF FINISHES ARE AS FOLLOWS:

1. USE A CLEAN, RUST-FREE, HIGH-SPEED MIXER TO THOROUGHLY STIR THE FINISH TO A UNIFORM CONSISTENCY (SMALL AMOUNTS OF CLEAN WATER MAY BE ADDED TO AID WORKABILITY).
2. AVOID APPLICATION IN DIRECT SUNLIGHT.
3. APPLY FINISH IN A CONTINUOUS APPLICATION, ALWAYS WORKING TO A WET EDGE.

4. WEATHER CONDITIONS AFFECT APPLICATION AND DRYING TIME. HOT OR DRY CONDITIONS LIMIT WORKING TIME AND ACCELERATE DRYING AND MAY REQUIRE ADJUSTMENTS IN THE SCHEDULING OF WORK TO ACHIEVE DESIRED RESULTS. COOL OR DAMP CONDITIONS EXTEND WORKING TIME AND RETARD DRYING AND MAY REQUIRE ADDED MEASURES OF PROTECTION AGAINST WIND, DUST, DIRT, RAIN AND FREEZING.

5. AESTHETIC "U"-GROOVES MAY BE DESIGNED INTO THE SYSTEM. (A MINIMUM OF 3/4" INSULATION BOARD MUST BE LEFT AFTER GROOVES ARE CUT).

6. "R" (RILLED TEXTURE) FINISHES MUST BE FLOATED WITH A PLASTIC TROWEL TO ACHIEVE THEIR RILLED TEXTURE.

7. AVOID INSTALLING SEPARATE BATCHES OF FINISH SIDE-BY-SIDE.

8. APPLY FINISH COLOR TO EIFS MIX AND APPLY TO WALL. COLOR TO MATCH EXTERIOR FINISH SCHEDULE COLORS.

L. EXTERIOR INSULATION AND FINISH TEXTURE SYSTEM: APPLY HIGH IMPACT SYSTEM ADJACENT TO DOORS FOR ADDITIONAL IMPACT RESISTANCE, USING INTERMEDIATE MESH. USE THE STANDARD SYSTEM SPECIFICATIONS AT ALL OTHER LOCATIONS.

Item 24

THOMAS V. SCESNAK associates
1754 West Wab Road, Schaumburg, Illinois 60193
ARCHITECTS PLANNERS ENGINEERS
847.352.2112
847.352.2131
fscsniak@tscsniak.com
tscsniak@tscsniak.com

Popeyes
NEW FACILITY
Louisiana Kitchen
Lot 24, Pinnacle Prairie Commercial, Cedar Falls, Iowa
for JAM RESTAURANT GROUP

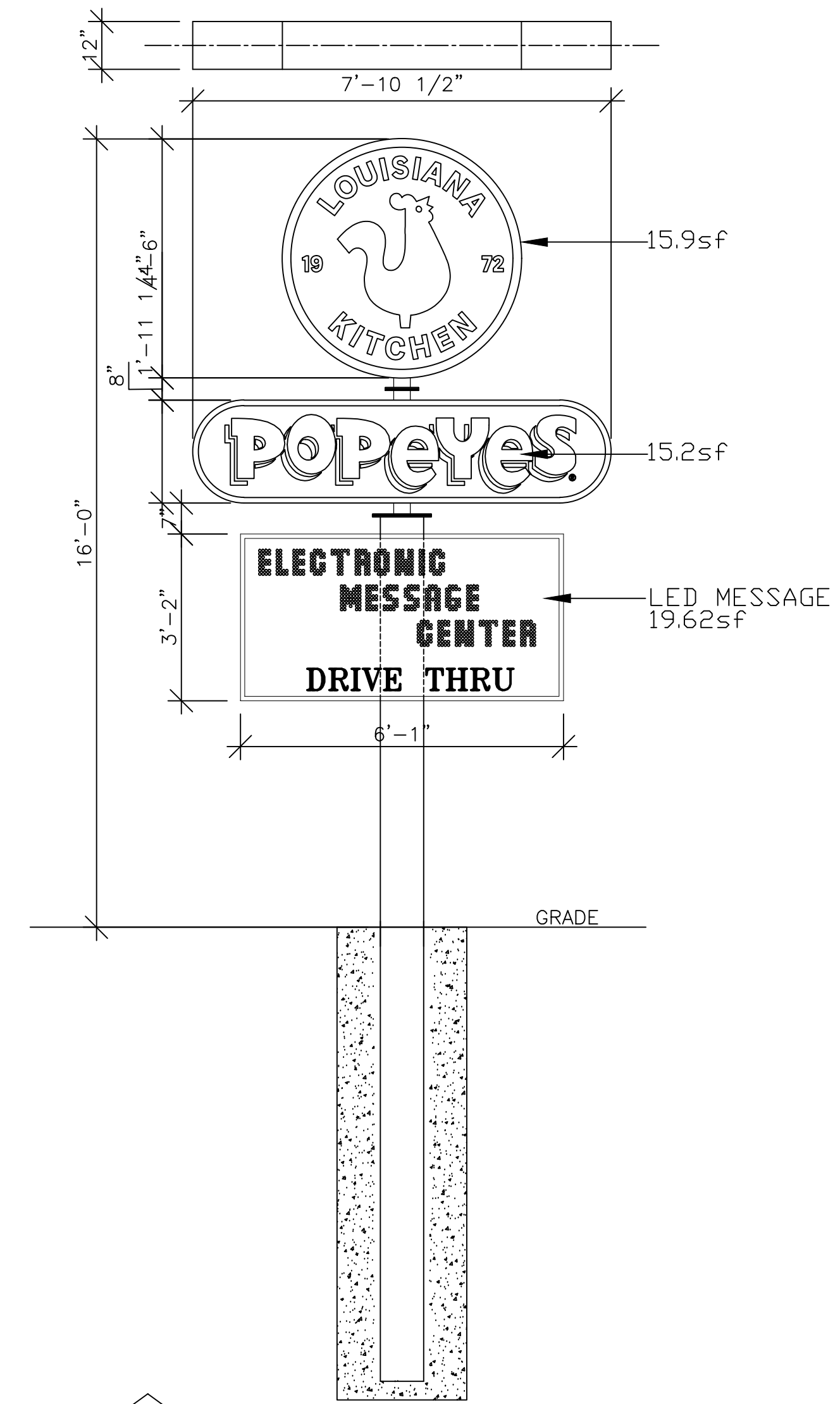
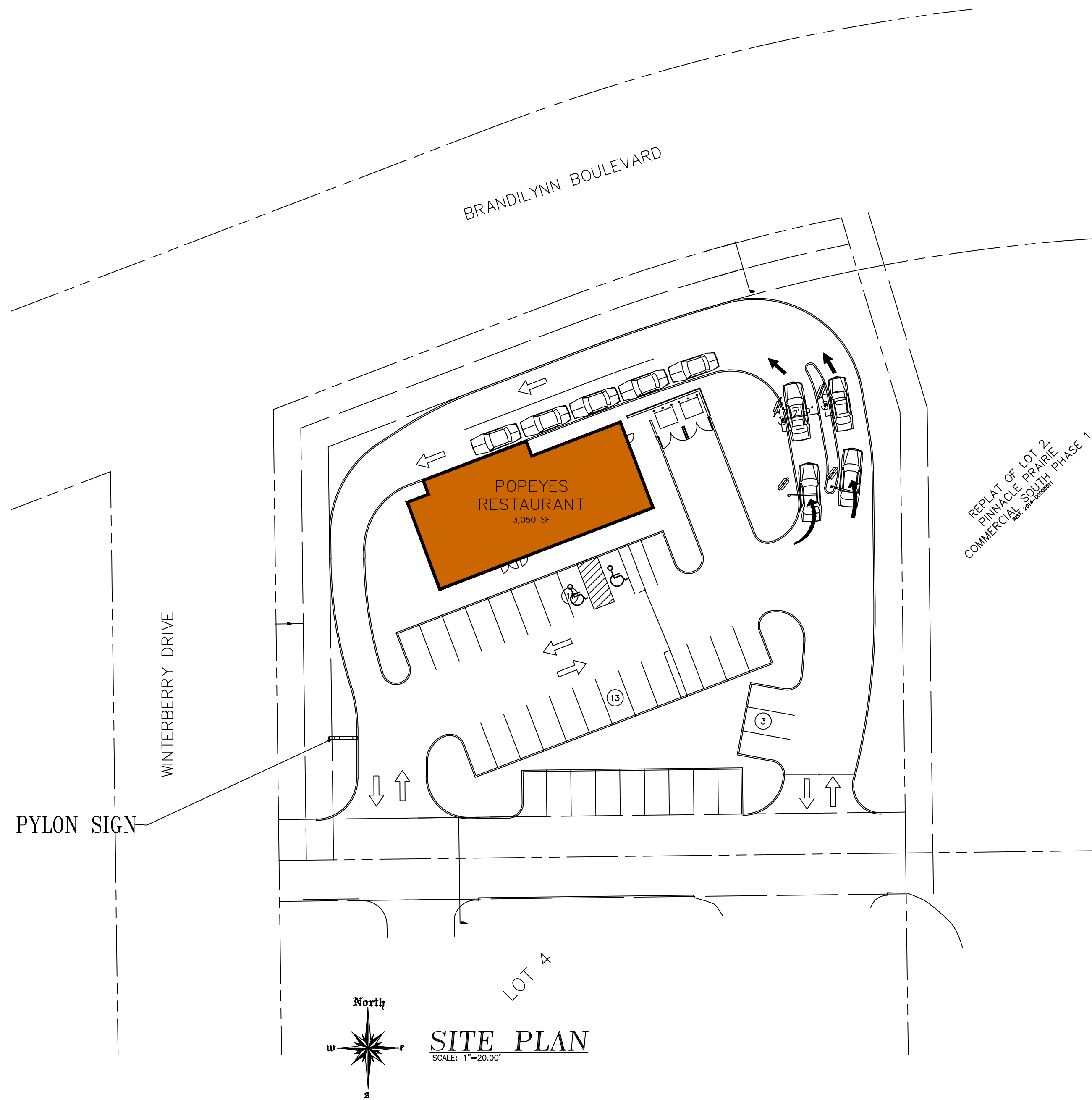
ELEVATIONS, NOTES AND SCHEDULE

PROJ. NO.: 2141	DATE: 10.10.2021	DRAWN BY: TVS	CHECK BY: TVS	NO. REVISIONS	DATE

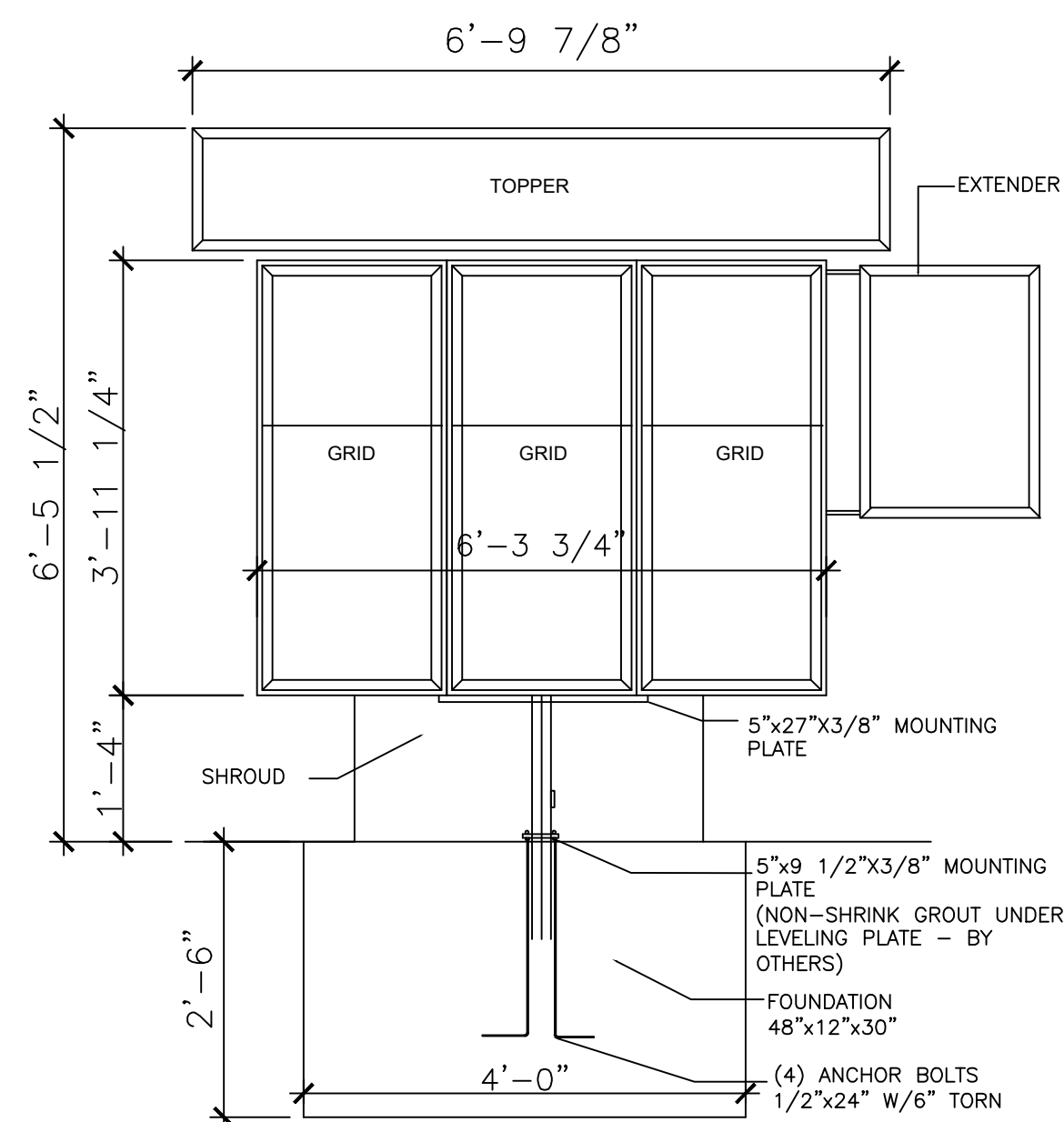
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A-6
Sheet No: _____

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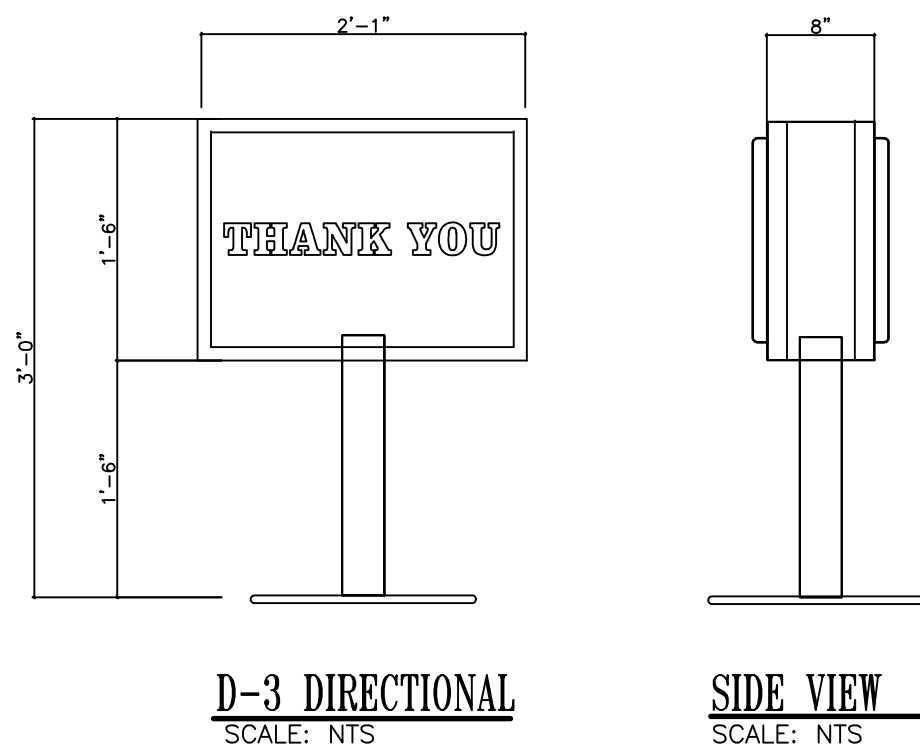


A PYLON SIGN

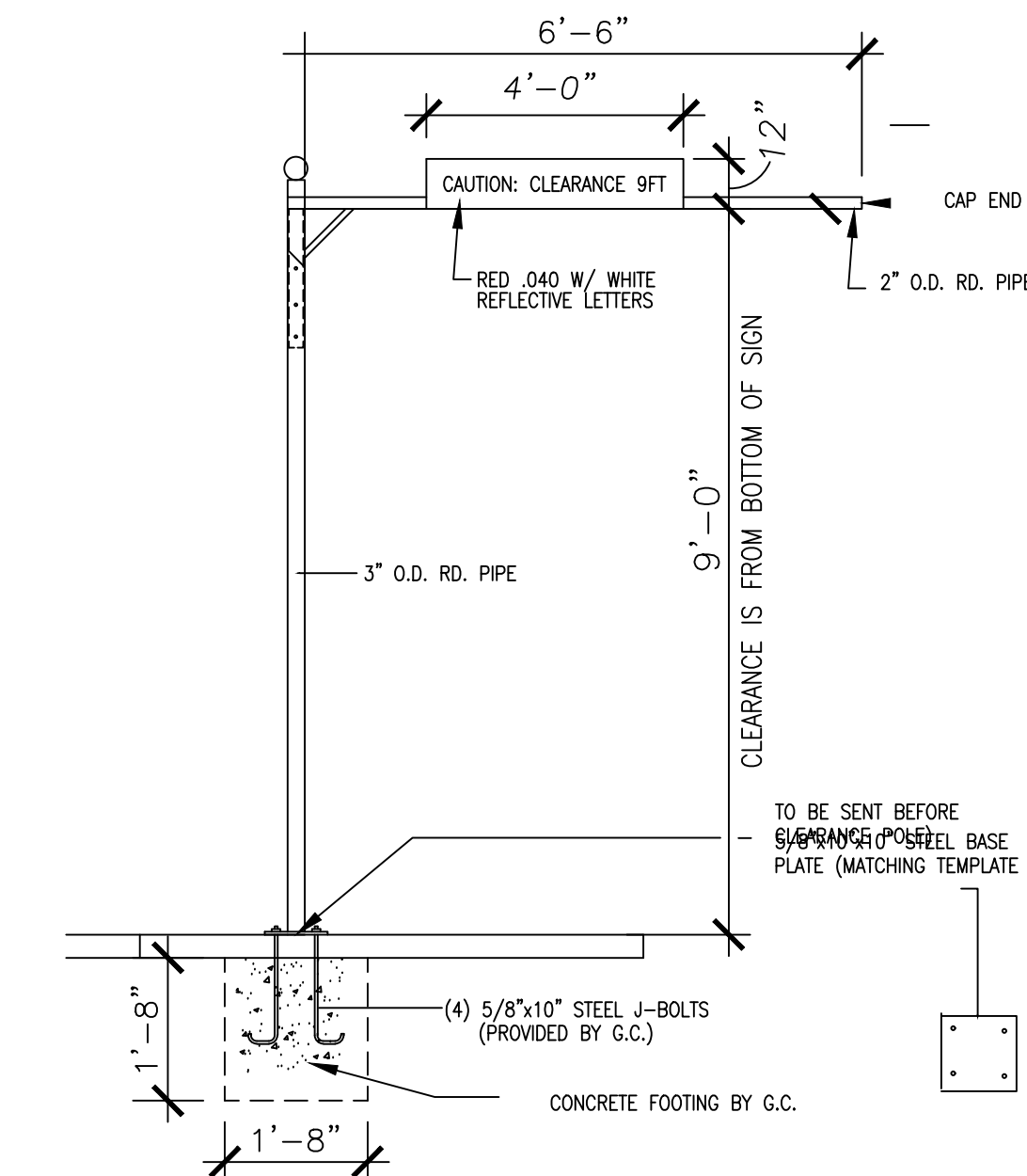
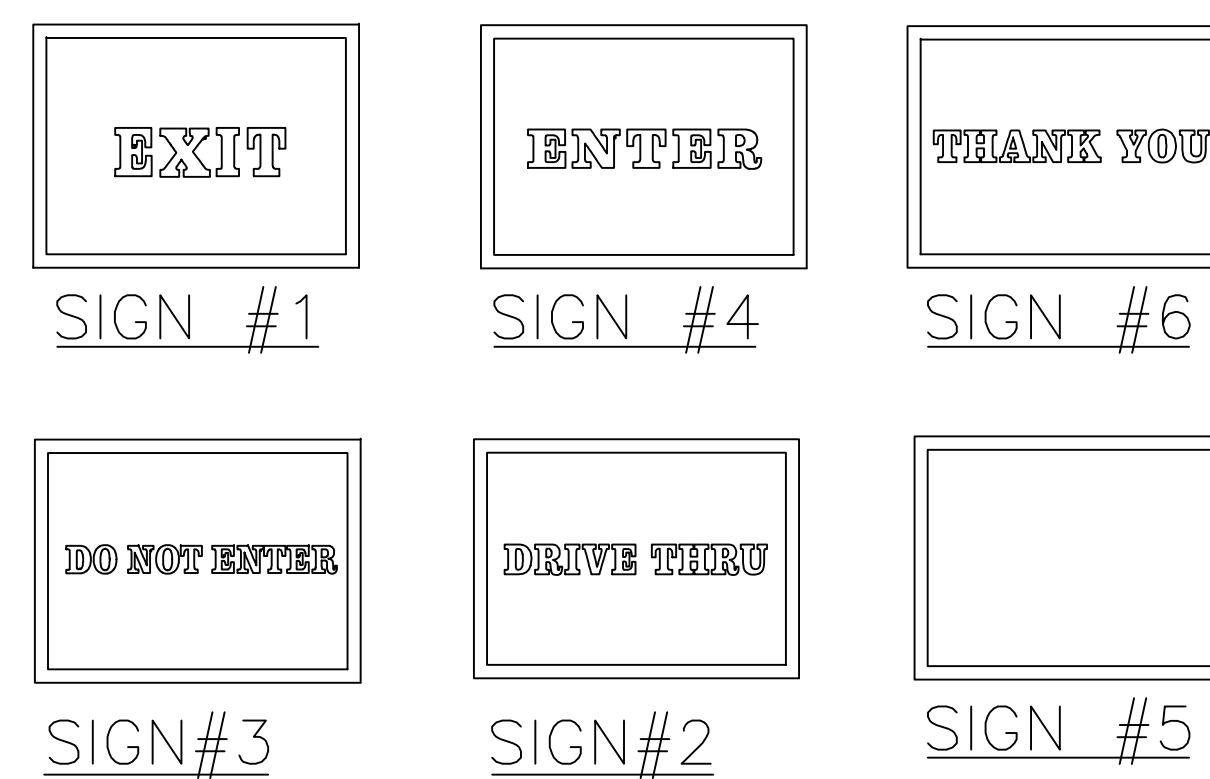


D D.T. MENU BOARD
NTS

ALL REQUIRED STRUCTURAL ENGINEERING OF SIGNAGE TO BE PROVIDED BY SIGN COMPANY.



C GROUND SIGNS



B CLEARANCE SIGN
NOTE: ALL PAINTED POPEYES'S CRANBERRY RED



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: May 2, 2023
SUBJECT: MU District Site Plan Review – 4520 Rownd Street (SP23-005)

REQUEST: Request to approve a MU District Site Plan updating the landscaping plan and new signage for Valley Lutheran School.

PETITIONER: Eastern Iowa Lutheran High School Association Board

LOCATION: 4520 Rownd Street

PROPOSAL

It is proposed to amend the existing landscaping plan (approved in 2001) and add a new freestanding sign for the Valley Lutheran School campus at 4520 Rownd Street.

BACKGROUND

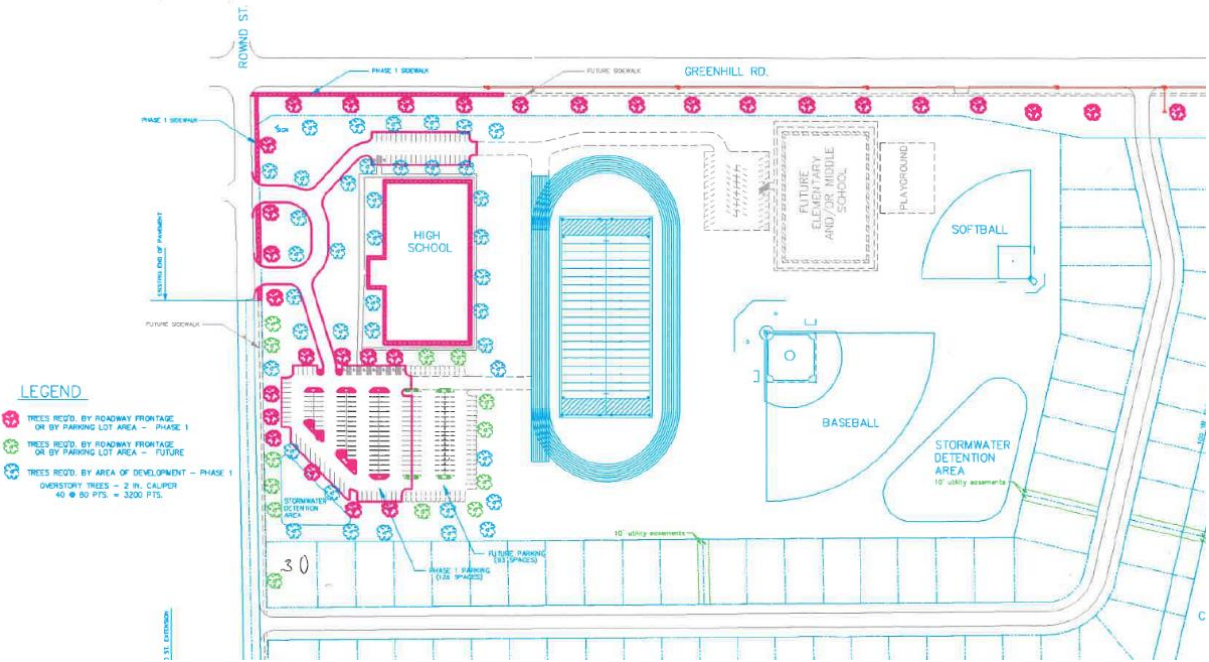
The property was rezoned from A-1 Agricultural District to MU Mixed Use Residential District in April 2001 with a development procedures agreement.

Concurrently, a MU District site plan was also approved, which

included the development of the Valley Lutheran School building along with the provision of a baseball court, softball court, an athletic field, playground, stormwater detention area, parking area and the area reserved for elementary and/or middle school building in future on a 23-acre lot. Both the development of the campus and landscaping was planned in two phases, based on the amount of development that occurred with the



site. See the below image for reference.



The approved MU District site plan in 2001 for the school campus included a monument sign proposed on the SE corner of Greenhill Road and Rownd Street and illustrated the required landscaping for the entire site. However, the applicant did not comply with the approved signage plan or the landscaping plan at the time. Also, several overstory right-of-way trees and overstory trees around the parking area were taken down at some point in time (after being planted with the development of the site), making the site non-compliant with both the approved site plan and City code.

The applicant notes that a large portion of the 23-acre site remains undeveloped. The applicant also mentions that there were several changes made during the execution of the high school building to meet the needs of the school at that time and therefore through a misunderstanding the landscaping plan was not executed as originally agreed. In response to the current site condition, the desire for a new monument sign, and with the intent of bringing the site closer to compliance with city code, the applicant requests approval of a new landscaping plan and monument sign. The proposed plan illustrates existing trees on site, the trees that are being removed to accommodate the new sign, and trees that will be planted in place of ones that have died or been removed or that were never planted in compliance with the originally approved plan. It also shows the proposed location of the new sign along Greenhill Road. As per code, changes to the landscaping and signage plan of an approved MU District Site Plan require review and approval of the Planning and Zoning Commission and City Council.

ANALYSIS

The property is zoned MU, Mixed-Use Residential District, and is also in the HCG Highway Corridor and Greenbelt Overlay District. The Mixed-Use Residential District is

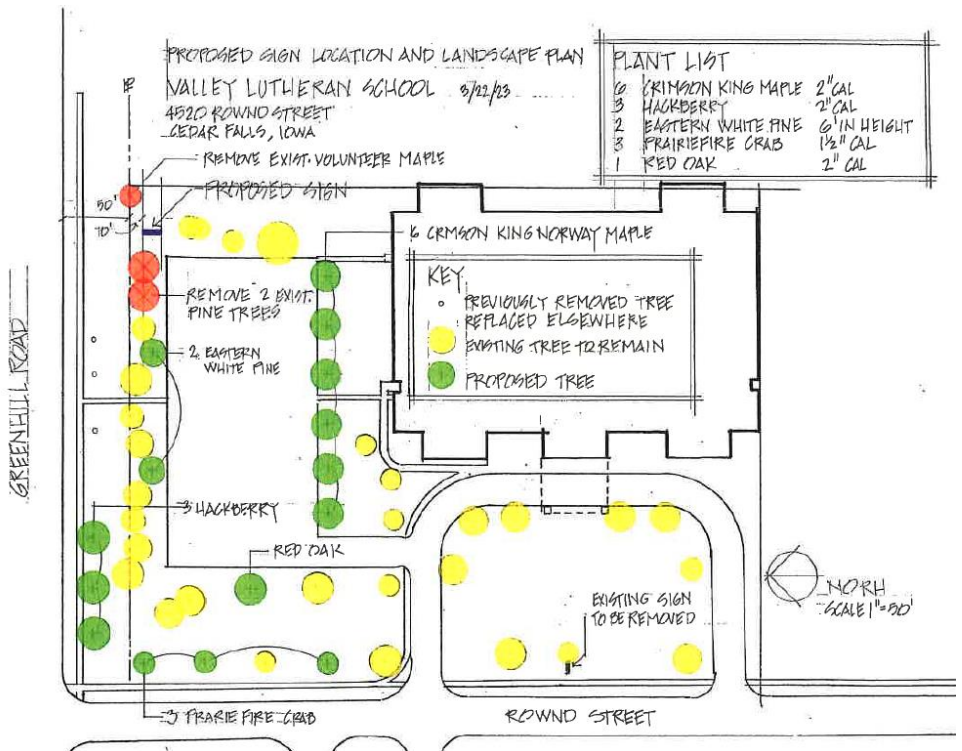
established to accommodate integrated residential, and neighborhood commercial land uses on larger parcels of land to create viable, self-supporting neighborhood districts. This district also strives to encourage innovative development that incorporates high-quality building design, careful site planning, and preservation of unique environmental features with an emphasis on the creation of open spaces and amenities that enhance the quality of life of residents. And the HCG Highway Corridor and Greenbelt Overlay Zoning District’s purpose is to establish a greenbelt corridor.

The applicant is proposing to update the location of signage with a new monument sign for the Valley Lutheran School and amend the existing landscaping plan approved in 2001, in acknowledgement that the site is not in compliance with the approved plan and also to request permission to install the landscaping in phases as the site develops over time.

Landscaping:

In comparison with the site plan approved in 2001, the amended plan, as proposed focuses on just the developed portion of the site, as shown below. Staff has reviewed the revised plan for the developed portion of the site and finds that if the applicant plants new trees as proposed it will be in substantial conformance with what was approved in 2001, with exception of the location of the sign. The applicant is proposing to change the location of the monument sign from the northwest corner of the site to a more visible location along Greenhill Road further to the east. To maintain visibility of the sign, the applicants propose to remove several trees, but replace them in other locations along the frontage.

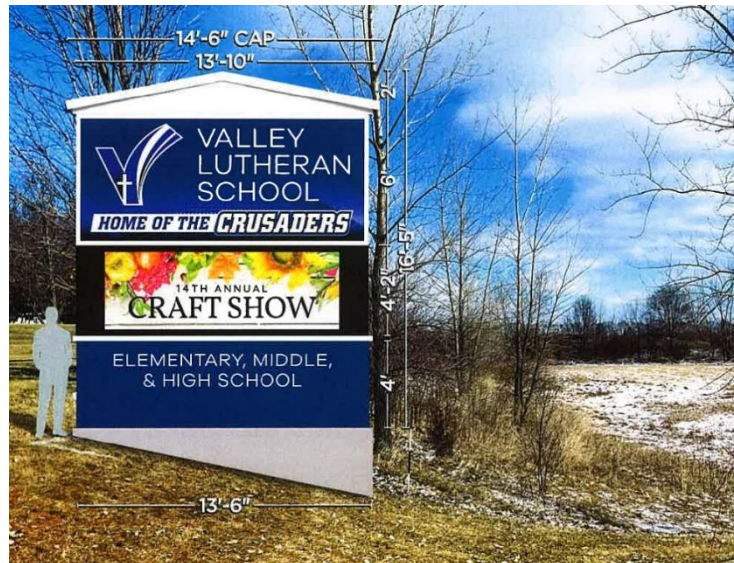
The proposed trees will be planted in the 2023 growing season. The applicant agrees that if and when additional areas of the site are developed, a site plan must be submitted for review that meets the requirements of the MU District and HCG Highway Corridor and Greenbelt Overlay District. **Staff finds that the amended site plan is in substantial compliance with the site plan approved in 2001.**



Signage:

As per the code, one main entrance for the MU District is allowed along major thoroughfares. Since this appears to be a standalone MU District as distinct from Pinnacle Prairie to the south, the proposed sign could count as the main entrance sign. No other freestanding signs will be allowed for the school site. The main entrance sign is allowed an overall height of 20 feet and a maximum sign area of 200 square feet. Also, the freestanding sign requires a minimum setback of 10 feet from the front lot line.

In response, the applicant is proposing to remove the existing freestanding sign placed along Rownd Street and proposes a new freestanding sign along Greenhill Road.



The new proposed sign will be placed 10 feet from the north property line along Greenhill Road. The new signage will be 16.5 feet in overall height and 162 square feet of sign area. The freestanding sign will have a concrete base and aluminum siding. The proposed sign has three components, the lower area is non-lighted and will feature a painted purple aluminum shell, the middle area is the digital display (changeable LED sign), and the top area is the translucent backlit cabinet. Staff notes that the digital display lighting should be adjustable so that it is not overly bright as to cause excessive glare that may be a driving hazard for moving traffic along Greenhill Road or disturbing to the residents across the street. Also, the digital display should not blink, flash, or strobe. The City reserves the right to enforce any nuisance caused as noted above. Staff also notes that the existing sign along Rownd Street must be removed before placement of the proposed freestanding sign along Greenhill Road. **The proposed sign meets the code requirements. A separate sign permit is required.**

TECHNICAL COMMENTS

A new site plan and landscaping plan meeting all code requirements will be required whenever the rest of the site is developed as acknowledged in the letter of intent submitted by the applicant. City staff will inspect the site once all the planting and new signage is installed to ensure compliance. All planting is to be completed in 2023.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted MU district site plan for a portion of the Valley Lutheran School site at the corner of Rownd Street and Greenhill Road at their regular meeting on 26th April 2023 with a vote of 5 ayes, and 0 nays. Staff also recommends approval of SP23-005, a revised MU district site plan for

a portion of the Valley Lutheran School site, subject to compliance with the conditions noted in the staff report above.

PLANNING & ZONING COMMISSION

Discussion/Vote
4/26/2023

Chair Lynch introduced the item and Mr. Atodaria provided background information. He explained that Valley Lutheran School would like to amend the existing landscaping plan and update the location of the signage with a new monument sign. He provided background of the property and compliance issues with the original site plan. He displayed a rendering showing the developed area of the lot and explained that the amendments would focus on just that area. The proposed plan will be in substantial compliance with the approved plan from 2021 and the developer understands that when additional areas of the site are developed, a site plan must be submitted for review and meet all city code requirements. Mr. Atodaria showed the landscaping plan and noted that all tree planting, as per the proposed plan, will be completed in the 2023 growing season.

Mr. Atodaria went on to discuss the signage proposal, noting the measurements and components of the sign, which include a non-lighted lower area, a middle area with a digital display and the top area with a translucent backlit cabinet. Staff has noted that the digital display lighting should be adjustable, so it does not create driving hazards. He also discussed the technical comments from staff. Staff recommends approval of the site plan subject to compliance with the conditions noted in the staff report and any comments or direction from the Commission.

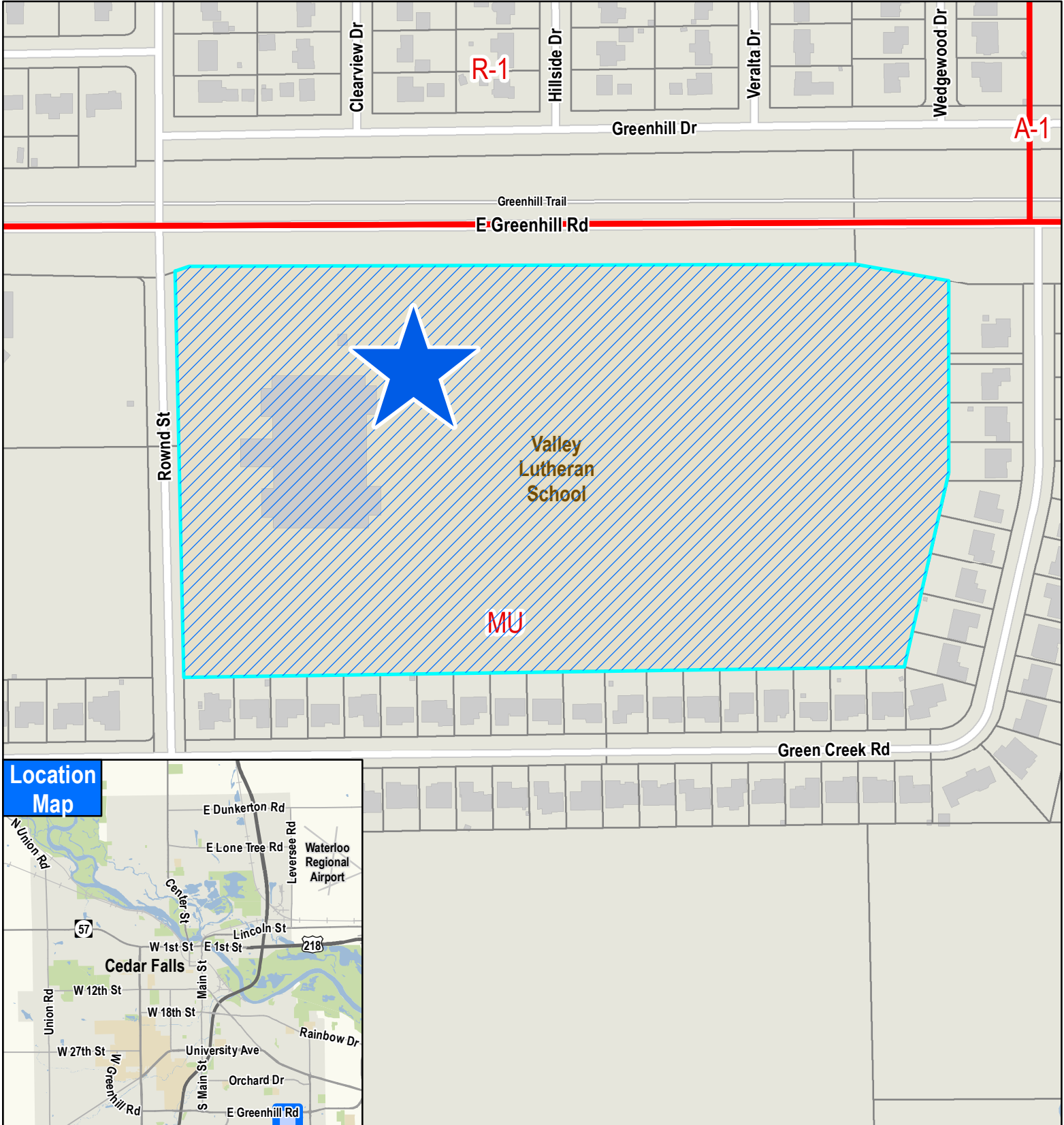
Pastor Lindberg, member of the Eastern Iowa Lutheran High School Association Board, stated his appreciation for staff and their help with the project and noted that he is available for questions.

Mr. Hartley made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 5 ayes (Grybovych, Hartley, Larson, Lynch, and Moser), and 0 nays.

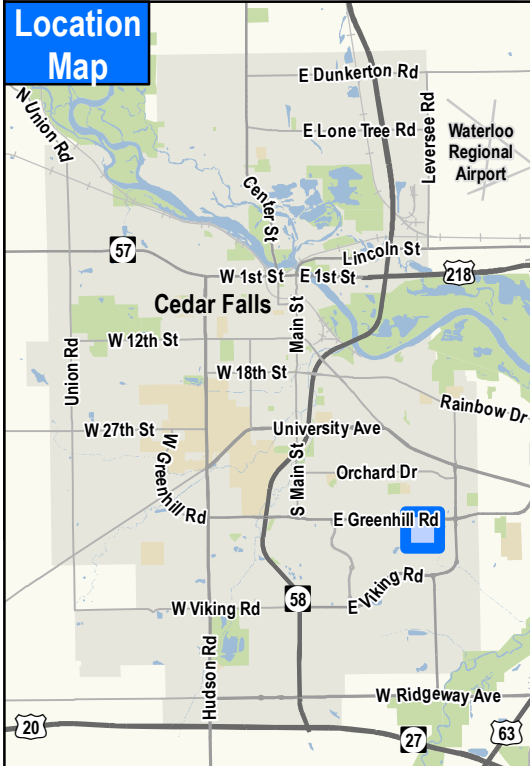
Cedar Falls Planning and Zoning Commission

April 26, 2023

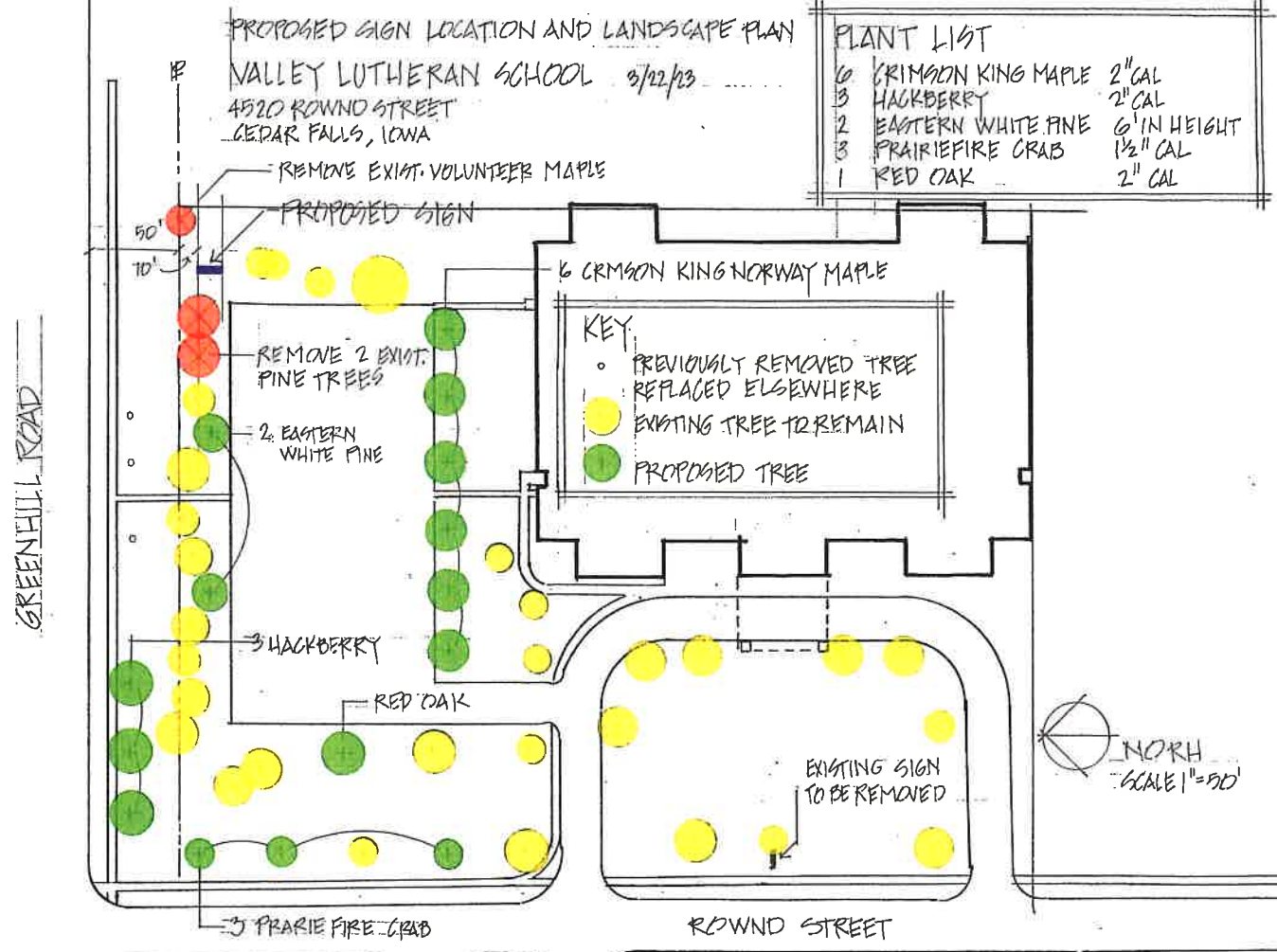
Item 25.



Location Map



MU District Site Plan update at 4520 Rownd Street (SP23-005)



RITLAND KUIPER LANDSCAPE ARCHITECTS, 501 SYCAMORE MEZZ A, WATERLOO, IOWA



1020 Wilbur Ave. PO BOX 2098
Waterloo, IA 50704
319-233-4604 · 800-728-4604
Fax: 319-233-7514

DESIGN. MANUFACTURE. INSTALL. SERVICE Item 25.



3-23-23 Proposed sign location - NE corner of parking lot



Eastern Iowa Lutheran High School Association
4520 Rownd St.
Cedar Falls, IA 50613

March 31, 2023

To: Cedar Falls Planning and Zoning Commission

From: Eastern Iowa Lutheran High School Association (Valley Lutheran School) Board

Attention: Karen Howard, Planning and Community Services Manager

Jaydevsinh Atodaria, Department of Community Development, Planner I

Dear Commission members:

We are requesting an amendment to the original comprehensive site plan (approved in 2001) for the Eastern Iowa Lutheran High School Association property at the corner of Greenhill Road and Rownd Street as per the attached sketch (see attachment #1). Also, attached, please find the amended site plan entitled, "Proposed Sign Location and Landscape Plan – 2023" (see attachment # 2).

The salient points of this request are as follows:

1. Installation of a 16'-5" x 13'- 6" digital sign (see attachment #3) along Greenhill Road, at the northeast corner of the School parking lot as indicated on attachment #2.
2. Removal of two pine trees and one volunteer maple tree as indicated on the attached site drawing (see (x) on attachment #2).
3. Planting of 15 new trees (+), located as per attached site drawing (see (+) on attachment #2), during the 2023 growing season.
4. Removal of monument sign on west side of property (see attachment #2).

The Eastern Iowa Lutheran High School Association (Valley Lutheran School) Board acknowledges and agrees that when the remainder of the site is developed (area other than the proposed landscaping plan), the School Board will submit a site plan application to the City for review and all proposals, including landscaping, will have to be provided according to the City ordinance.

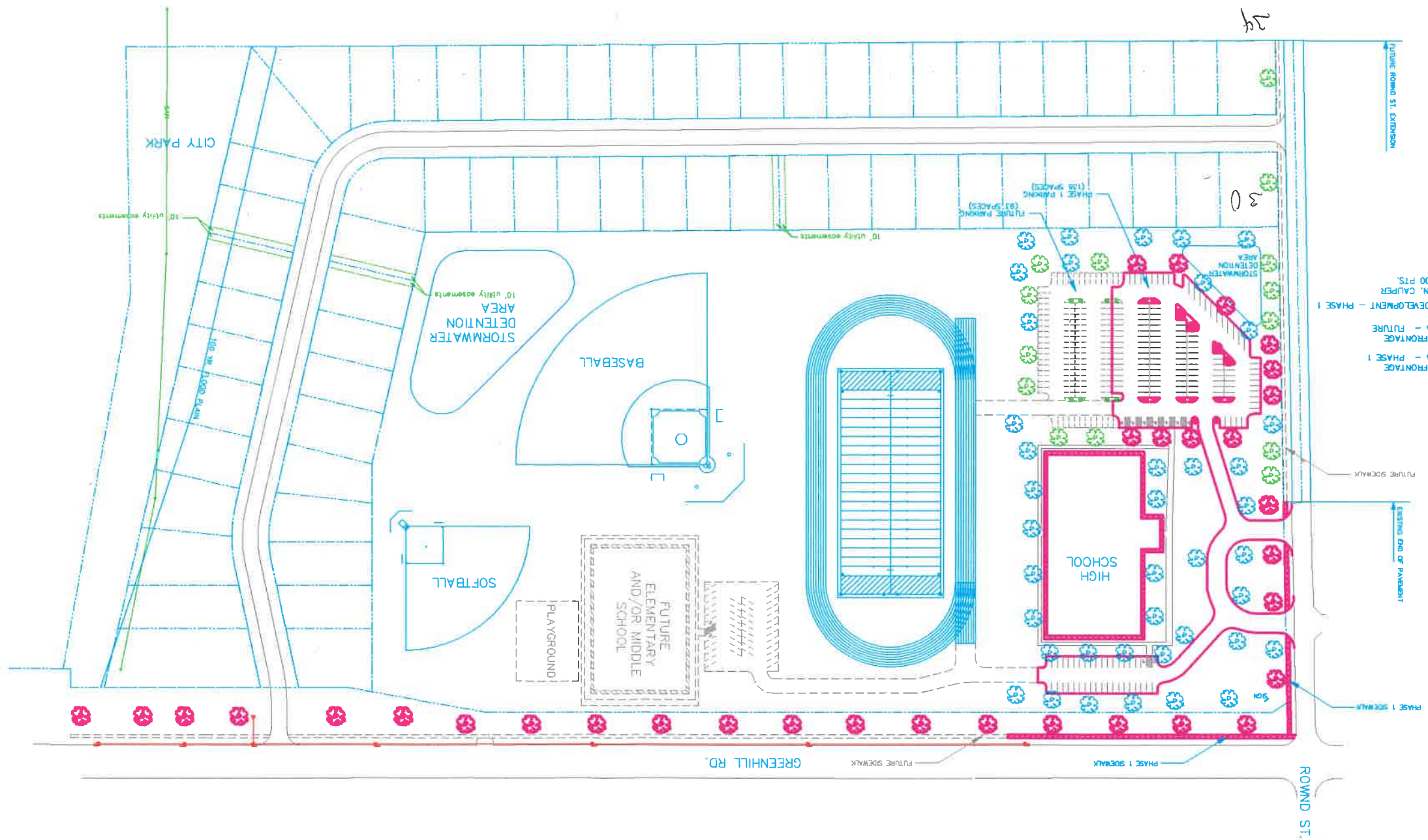
Thank you for considering our request.

Sincerely yours,

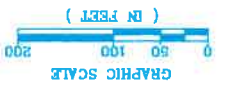
Jeff Dawson, Chairman,

Eastern Iowa Lutheran High School Association (Valley Lutheran School) Board

Encl. three



- LEGEND**
- TREES REQ'D. BY ROADWAY FRONTAGE - PHASE 1
 - TREES REQ'D. BY ROADWAY FRONTAGE OR BY PARKING LOT AREA - FUTURE
 - TREES REQ'D. BY AREA OF DEVELOPMENT - PHASE 1
 - OVERSTORY TREES - 2 IN. CALIPER
 - 40 @ 80 PTS. = 3200 PTS.



VALLEY LUTHERAN HIGH SCHOOL
CITY OF CEDAR FALLS, IOWA
PROPOSED SITE PLAN

DR.	STA. & 3/16	PG.	OR	T.A.M.	DATE
FILE NO.	3918		CRD		
DATE PLOTTED:	2-13-01	PLANNER:		SITE:	
REVISIONS					
1.					
2.					
3.					
4.					

CE
wayne classsen engineering
and surveying, inc.
waterloo, iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM
Administration Division

TO: Mayor Robert Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: May 8, 2023
SUBJECT: Amendment #4 to Contract with State Award CARES Act Community Development Block Grant Funds (CDBG-CV2)

The City Council approved a contract with IEDA in January of 2021 related to the State’s CARES Act Community Development Block Grant (CDBG-CV2). \$369,432 in CDBG-CV2 grant funds were available to Cedar Falls. Since our initial contract, three amendments have been completed. The first amendment added activities to utilize the grant funds more fully. The second amendment added a service agency and modified some equipment purchases by the City. The third amendment modified activities for one of the service agencies.

A fourth amendment is proposed primarily to fund the City’s administrative time related to this grant. As we conclude with the grant, we are at the point of knowing our true time implementing the grant. There was significant time preparing for and attending a monitoring meeting with the State of Iowa. We would like to increase the City’s administrative total from \$7,776 to \$15,776.00. Grant administrative time (City and INRCOG) would be \$48,026.00 or 13% of the total grant. The amendment also proposes to reduce service agency funding by \$39,871.14, due to 1) cancelled contracts based on unresponsiveness in providing quarterly reports and expending funds and 2) inability to utilize all original funding.

Below is an updated summary of the grant activity areas and total funding allocated to them:

	Amount	Project Delivery	Total
Service Agencies	\$ 94,928.86	\$ 19,092.00	\$ 114,020.86
City	\$ 83,446.71	\$ 14,342.00	\$ 97,788.71
Schools	\$ 111,152.00	\$ 14,592.00	\$ 125,744.00
			<u>\$ 337,553.57</u>

Our contract with the State for the CDBG-CV2 funds expires June 30, 2023. We will utilize \$337,553.57 of the \$369,432.00 allocated to the City.

Staff recommends approval of this amendment.

Xc: Stephanie Houk Sheetz, AICP, Community Development Director

Karen Howard, AICP, Planning & Community Services Manager
Michelle Pezley, AICP, Planner III



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: May 8, 2023

SUBJECT: Support of Workforce Housing Tax Credit Application – BJW HOLDINGS, LLC

The Iowa Economic Development Authority has allocated \$35 million in FY24 funding for the Workforce Housing Tax Credit Program. Through this program, incentives are available to developers who rehabilitate or construct new housing units within the city. Eligible project sites include housing developments located on a brownfield or grayfield site, the repair or rehabilitation of dilapidated housing units, and upper story housing developments.

Developers are required to construct a minimum of 4 single family units, 3 multi-family units, or 2 upper story housing units if an application is approved. The incentive is a State tax credit up to 10% of the first \$150,000 of new investment per unit (maximum credit of \$15,000) and a maximum total award for a project of \$1,000,000.

BJW HOLDINGS, LLC intends to redevelop the site at 215 W 9th St. In preparation for this, the former church was demolished in 2022. The site plan is under review. It is in the Downtown Character District-Neighborhood small frontage. The development consists of 12 cottage courts. Each cottage has a building footprint of 700 square feet. The units are planned to have two levels and a basement. Rooms include: two bedrooms, an office, living room, kitchen, a full bathroom and two half bathrooms. The interior gross area is just over 1,000 square feet. The developer estimates each unit will have an assessed value of approximately \$320,000. The estimated total valuation once all 12 units are completed is expected to be approximately \$3,840,000.

As part of the application that BJW HOLDINGS, LLC intends to submit to IEDA, the City is required to provide a resolution of support for the application as well as local match of at least \$1,000 per unit. The developer is requesting the City provide this minimum match, which in total would be \$12,000 for the proposed project. Based on the estimated project value at completion of 12 units under current tax rates and rollback factor, the annual city tax revenue is calculated to be \$24,000. The City's budget line item for Economic Development Activities could be used to provide the local match needed. This account was intended to foster economic development activities.

Staff recommends that the City Council adopt and approve providing a resolution of support for a Workforce Housing Tax Credit application to the Iowa Economic Development Authority by BJW HOLDINGS, LLC for the proposed Cottage Courts Project at 215 W 9th St. and providing a local match of \$1,000/unit, not to exceed \$12,000, from the Economic Development Activities account. Said incentive subject to obtaining the Workforce Housing Tax Credits and to be provided on a per unit basis when the unit obtains final occupancy.

Attachments: Developer's request
Slide from April 17, 2023 Committee meeting on this project

xc: Ron Gaines, P.E., City Administrator
Shane Graham, Economic Development Coordinator

Members of City Council,

I come to you today asking for a resolution of support for a Workforce Housing Tax Credit Project that I am working in our downtown corridor. My ask from the council is a \$12,000 "local match" that is a requirement on the application. The match from the city is for \$1000 per unit constructed. The reason my project is a little different and the reason you have not seen this request before is that the site that I am working on is outside an Urban Renewal (UR) area. If it were within that UR area, the TIF rebate would qualify as a local match. I do not have that luxury, unfortunately. These state tax credits are going to be given to communities across the Iowa, and I would really love to have some of these credits end up being reinvested into Cedar Falls! I plan to continue, where financially feasible, to help put a dent in housing inventory issues in Cedar Falls by bringing new and affordable options to the area for years to come.

I believe this would be a great investment for the city. For a total 12,000 dollar investment, the city would recoup an estimated \$11-12,000 in tax revenue in the first year of full assessment for phase 1. After the 2nd phase is completed and fully assessed (must be within 3 years to receive credits), the city's portion of tax revenue I estimate to be \$22-24,000, annually.

The price of construction and the cost of the site development and cleanup has been and will be a hurdle to overcome. This local match will provide flexibility on pricing for the cottages to the end consumer. Being a new concept, this will be a slower project to sell out in my experience. New products to a market typically take a bit longer to get traction.

Let me explain a little about the site for you. This site was the former site of the CF Mennonite church and Casa Montessori Preschool. The building was riddled with maintenance issues, an old boiler system and significant amounts of asbestos in every part of the building (to the tune of \$100,000 abatement cost). We have had the asbestos professionally remedied and the building demolished.

I have included a site plan and renderings for your review, but the high level overview of the project is as follows.

- Pocket Neighborhood with 12 detached units
- Estimated Hard cost/Vertical cost of the project is estimated at \$3,480,000
- Built in 2 phases of 6 units each
- The grounds will be heavily landscaped!

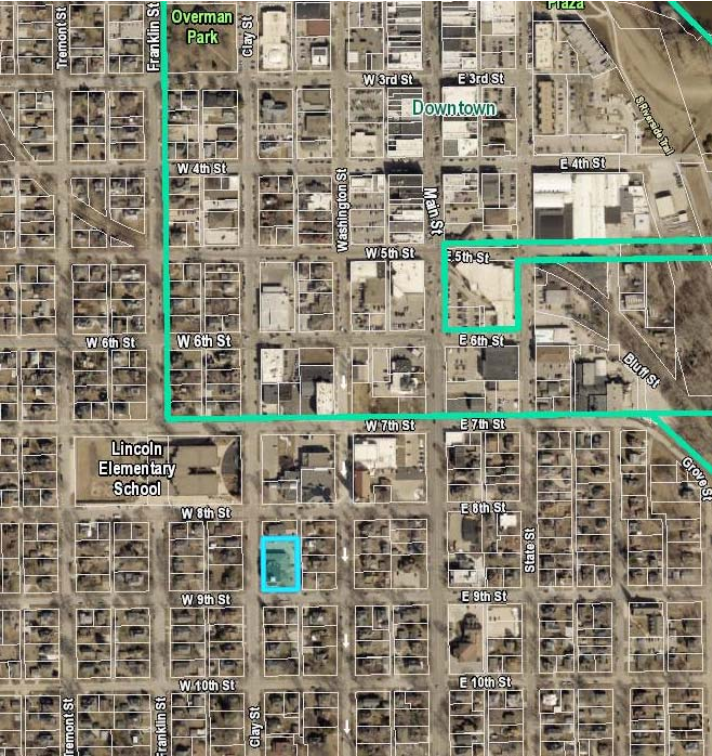
The Workforce Housing Tax Credit is extremely competitive and available in the amount of \$15,000 per unit. Those credits will be awarded upon completion and occupancy.

Respectfully,

Brian Wingert, Member of BJW HOLDINGS LLC (WFHTC APPLICANT)

2023 Potential Applications

Downtown Area – Cottage Courts (9th & Clay



Urban Renewal District





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: May 8, 2023
SUBJECT: Support of Workforce Housing Tax Credit Application – CV Commercial, LLC

The Iowa Economic Development Authority has allocated \$35 million in FY24 funding for the Workforce Housing Tax Credit Program. Through this program, incentives are available to developers who rehabilitate or construct new housing units within the city. Eligible project sites include housing developments located on a brownfield or grayfield site, the repair or rehabilitation of dilapidated housing units, and upper story housing developments.

Developers are required to construct a minimum of 4 single family units, 3 multi-family units, or 2 upper story housing units if an application is approved. The incentive is a State tax credit up to 10% of the first \$150,000 of new investment per unit, with a max credit of \$15,000, and a maximum total award for a project of \$1,000,000.

CV Commercial, LLC intends to construct a new 5-story, 32,000 square foot multi-use building at 2119 College Street. The ground floor would consist of commercial space, while the upper floors would consist of 32 market-rate residential units. These units would be split between studio, 2-bedroom and 4-bedroom units. The estimated valuation of the building once completed is expected to be approximately \$5,000,000.

As part of the application that CV Commercial, LLC intends to submit to IEDA, the City is required to provide a resolution of support for the application, as well as a local match of incentives worth a minimum of \$1,000 per unit. For the City match as part of this application, the City Council approved an Agreement for Private Development with the developer in 2021. As part of the agreement, the City agreed to provide 5 years of tax rebates to the developer up to an amount not to exceed \$593,937. This amount can be used as the local match requirement for this program application, which would exceed the \$1,000 per unit match requirement of the Workforce Housing Tax Credit Program.

RECOMMENDATION

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

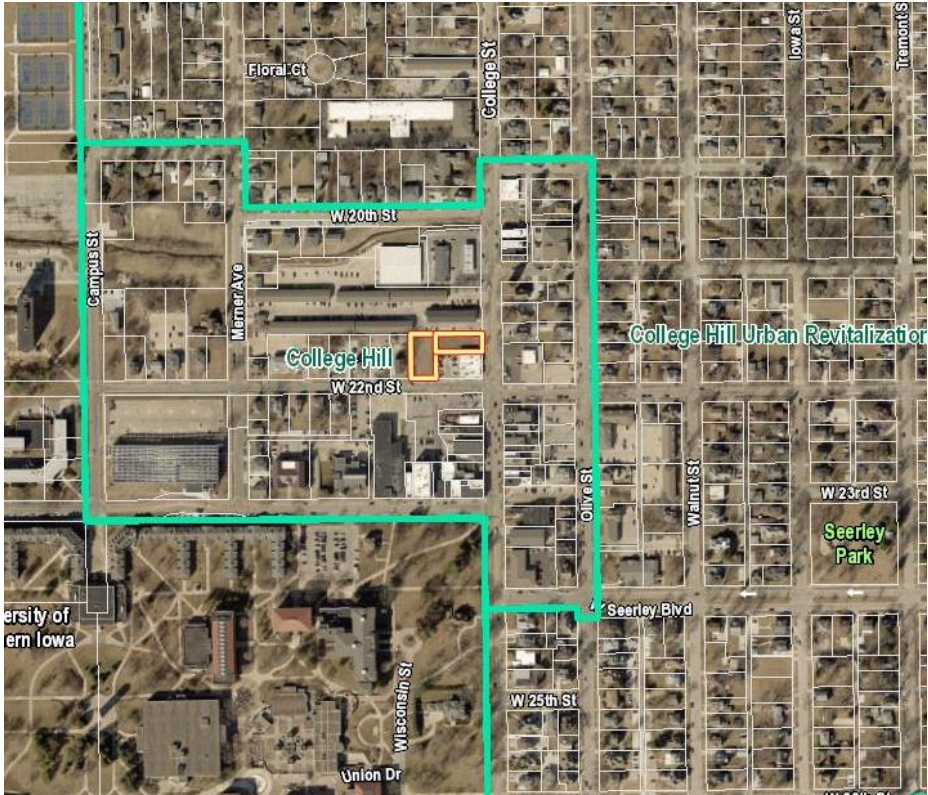
1. Resolution of support for a Workforce Housing Tax Credit application to be submitted to the Iowa Economic Development Authority by CV Commercial, LLC for Workforce Housing Tax Credits for the proposed College Hill Mixed Use Project at 2119 College Street.

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

2023 Potential Applications

College Hill Area – 2119 College St.

- Site plan approved: June 2019



— Urban Renewal District



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: May 5, 2023
SUBJECT: Property Acquisition: Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage

At their January 3, 2023 meeting, City Council approved the execution of the Offer to Buy Real Estate and Acceptance for 75.98 acres of land located at 6512 W. Ridgeway Avenue, just south of the West Viking Road Industrial Park, from Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage. The purchase price was \$2,175,000.00. City Legal staff completed the closing on the property on April 28, 2023.

Now that the closing has been completed, City Council will need to accept the Warranty Deed that will be recorded at the Black Hawk County Recorder's Office. Staff recommends that the City Council adopt the following:

1. Resolution Approving and Accepting a Warranty Deed for the purchase of 75.98 acres, more or less, of real estate located at 6512 W. Ridgeway Avenue, owned by Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
 Kevin Rogers, City Attorney

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FOR THE PURCHASE OF 75.98 ACRES, MORE OR LESS, OF REAL ESTATE LOCATED AT 6512 WEST RIDGEWAY AVENUE OWNED BY SHIRLEY AND JOHN OLANDER, SANDRA AND CHARLES WATSON, AND JULIE AND KELLY LADAGE

WHEREAS, The City Council of the City of Cedar Falls, Iowa, previously approved execution of an Offer to Buy Real Estate and Acceptance between the City of Cedar Falls, Iowa, and Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage, for the purchase of 75.98 acres, more or less, of real estate located at 6512 W. Ridgeway Avenue owned by Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage; and

WHEREAS, pursuant to said Offer to Buy Real Estate and Acceptance, the real estate transaction recently closed, and Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage have tendered a Warranty Deed in fulfillment of said Offer to Buy Real Estate and Acceptance, a copy of which Warranty Deed accompanies this Resolution, to the City of Cedar Falls, Iowa; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said Warranty Deed conveying 75.98 acres, more or less, of real estate located at 6512 W. Ridgeway Avenue by Shirley and John Olander, Sandra and Charles Watson, and Julie and Kelly Ladage, to the City of Cedar Falls, Iowa, is hereby approved and accepted, and the City Clerk is hereby authorized and directed to cause said Warranty Deed to be recorded with the Black Hawk County Recorder.

PASSED AND APPROVED this _____ day of May, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

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

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

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

Return To: John C. Larsen, 415 Clay Street, Cedar Falls, IA 50613
Taxpayer: City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613
Preparer: John C. Larsen, 415 Clay Street, Cedar Falls, IA 50613, Phone: (319) 277-6830



WARRANTY DEED

For the consideration of *ONE* Dollar(s) and other valuable consideration Shirley K. Olander and John D. Olander, wife and husband; Sandra F. Watson and Charles T. Watson, wife and husband; and Julie L. Ladage and Kelly A. Ladage, wife and husband, do hereby Convey to the City of Cedar Falls, Iowa, the following described real estate in Black Hawk County, Iowa:

The South One-Half of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part described in 112 LD 447

Grantors do Hereby Covenant with grantee, and successor in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated: April 25, 2023.

Shirley K. Olander

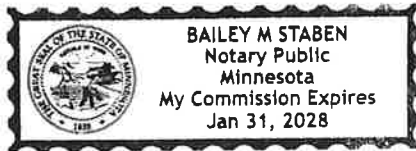
Shirley K. Olander, Grantor

John D. Olander

John D. Olander, Grantor

STATE OF MINNESOTA, COUNTY OF Washington

This record was acknowledged before me on April 25, 2023, by Shirley K. Olander and John D. Olander, wife and husband.



[Handwritten Signature]

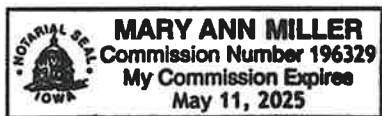
Signature of Notary Public

Sandra F. Watson
Sandra F. Watson, Grantor

Charles T. Watson
Charles T. Watson, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on April 25, 2023, by Sandra F. Watson and Charles T. Watson, wife and husband.



Mary Ann Miller
Signature of Notary Public

Julie L. Ladage
Julie L. Ladage, Grantor

Kelly A. Ladage
Kelly A. Ladage, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on April 25, 2023, by Julie L. Ladage and Kelly A. Ladage, wife and husband.

Roberta K. Schares
Signature of Notary Public





DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor Robert M. Green and Cedar Falls City Council
FROM: Chase Schrage, Director, Public Works Department
DATE: May 4, 2023
SUBJECT: Flood Buyout Property –Lease

Enclosed is a request to lease a City owned flood buyout lot off of Dunkerton Road. These requests are beneficial to the City to assist in reducing staff time and money on maintenance of the property. The parcels are to be mowed and maintained by the lessee for the duration of the term. The lessee has provided the required liability insurance coverage to utilize the property.

The Department of Public Works recommends that the City Council approve this lease agreement. Let me know if you have any questions.

**CITY OF CEDAR FALLS
LEASE**

PARCEL NO. 901330351001

LEASE NO. _____ COUNTY: Black Hawk

THIS LEASE, made and entered into this ____ day of _____, 20____, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Public Works, 2200 Technology Parkway, Cedar Falls, Iowa 50613, and Peterson Contractors Inc. ("Tenant"), whose address for the purpose of this lease is 104 Blackhawk Street, Reinbeck, IA 50669.

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

UNPLATTED CEDAR FALLS N 210 FT W 420 FT SW SW SEC 30 T 90 R 13

identified as Parcel Number 901330351001 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1st day of June, 2023, and ending on the 31st day of December, 2028, upon the condition that Tenant performs as provided in this Lease.

2. RENT. Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

4. USE. Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the

residential properties in the neighborhood of the Premises. No structures, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. A violation of this provision shall be cause for immediate termination of this Lease. Notwithstanding the foregoing, temporary pervious driveways may be constructed with approval of the Landlord. Upon expiration of this Lease, the Premises must be restored to its condition at the commencement of this Lease as determined by the Landlord, including, but not necessarily limited to, placement of topsoil and seed.

5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises except as outlined in section 4 above.

6. SURRENDER. Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. INSURANCE. Tenant shall show proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, except for and only to the extent of any fault of Landlord.

10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. The following shall constitute an event of default by Tenant: failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands in connection with this Lease shall be sent to the following addresses:

Landlord:

Cedar Falls Public Works
Attn: Public Works Director
2200 Technology Parkway
Cedar Falls, IA 50613

Tenant:

As stated above

12. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

13. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 26, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

14. TERMINATION OF LEASE. This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. PROPERTY MANAGER. The City Director of Public Works or his or her designee, is authorized to manage the Premises covered by this Lease.

16. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA
LANDLORD**

By:

Robert M Green, Mayor

Attest:

Jacque Danielsens, CMC, City Clerk

TENANT

By:



Signature

GALE M PETERSON, JR

Print Name

PO Box A - 104 BLACKHAWK ST.
REINBERK, IA 50669

Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

Exhibit A
Map of Premises to be Leased





PETECON-02

Item 30.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2023

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

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

PRODUCER LSB Financial Services 302 Main St Cedar Falls, IA 50613	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(319) 874-4242	FAX (A/C, No):
	E-MAIL ADDRESS:	InsuranceAdminTeam@mylsb.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Greenwich Insurance Company		22322
INSURED Peterson Contractors, Inc. Reinbeck Motors Company, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	INSURER B : National Fire & Marine		20079
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D : Zurich American Ins Co		16535
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CGD745990202	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAS7459903	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	42-XSF-100514-06	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWD745990102	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipm			CPP9267064-12	7/1/2022	7/1/2023	Leased/Rented Equipm \$ 5,000,000
D	Equipment Floater			CPP9267064-12	7/1/2022	7/1/2023	Cargo \$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Lease of Parcel # 901330351001
The City of Cedar Falls is listed as additional insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls Cedar Falls Public Works 2200 Technology Parkway Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ENDORSEMENT #033

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of
 Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
 SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #034

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of
 Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2004 EDITION FORMS OR EQUIVALENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #035

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of
Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

XIL 2010-1001 (Ed. 0413)

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Page 1 of 2

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- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

ENDORSEMENT #036

This endorsement, effective 12:01 a.m., July 1, 2022, forms a part of Policy No. CGD745990202 issued to PETERSON CONTRACTORS, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT.

Location And Description of Completed Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

**CITY OF CEDAR FALLS
LEASE**

PARCEL NO. 8914-01-103-001, 8914-01-103-002, 8914-01-103-004, 8914-01-103-005, 8914-01-103-009

LEASE NO. PK-2023-002 COUNTY: Black Hawk

THIS LEASE, made and entered into this ____ day of _____, 2023, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13th Street, Cedar Falls, Iowa 50613, and Robert Denny ("Tenant"), whose address for the purpose of this lease is 208 Clair St Cedar Falls, Iowa 50613.

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

- WOODLAWN PLACE LOT 4
- WOODLAWN PLACE LOT 6
- WOODLAWN PLACE LOT 10
- WOODLAWN PLACE LOT 12
- WOODLAWN PLACE LOT 5

identified as Parcel Numbers 8914-01-103-001, 8914-01-103-002, 8914-01-103-004, 8914-01-103-005, 8914-01-103-009 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning upon council approval, and ending on the 31st day of December, 2024, upon the condition that Tenant performs as provided in this Lease.

2. RENT. Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

4. **USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and trees with the prior written consent of Landlord. Tenant shall not install any other improvements on the Premises.

6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. **INSURANCE.** Tenant shall provide a Certificate of Insurance showing proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and

occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. The following shall constitute an event of default by Tenant: failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands in connection with this Lease shall be sent to the following addresses:

Landlord:

Cedar Falls Recreation Center
Attn: Administrative Supervisor
110 E. 13th Street
Cedar Falls, IA 50613

Tenant:

As stated above

12. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

13. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 26, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

14. TERMINATION OF LEASE. This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. PROPERTY MANAGER. The City Director of Community Development, or his or her designee, is authorized to manage the Premises covered by this Lease.

16. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA
LANDLORD**

By:

Robert M Green, Mayor

Attest:

Jacque Danielsens, CMC, City Clerk

TENANT

By:

Signature

Print Name

Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

Exhibit A
Map of Premises to be Leased
Pin # 891401103001



Exhibit A
Map of Premises to be Leased (continued)
Pin # 891401103002



Exhibit A
Map of Premises to be Leased (continued)
Pin# 891401103004



Exhibit A
Map of Premises to be Leased (continued)
Pin# 891401103005



Exhibit A
Map of Premises to be Leased (continued)
Pin # 891401103009



**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: May 5, 2023

SUBJECT: Ashworth Drive Roadway Extension
City Project Number: CP-197-3244
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Dave Schmitt Construction for the construction of the Ashworth Drive Roadway Extension.

This project involves extending Ashworth Drive pavement, sanitary sewer, water main, and storm sewer from Kara Drive eastward to Hudson Road. Ashworth Drive and Hudson Road will become a new signalized intersection. Ashworth Drive East of Hudson will also be realigned to make a straight intersection.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Dave Schmitt Construction for the construction of the Ashworth Drive Roadway Extension.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2023, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Patt McDowell of Dave Schmitt Construction, hereinafter called the Contractor.

WITNESSETH:

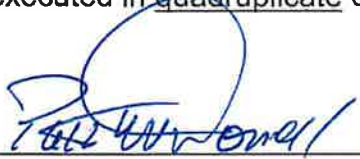
The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: ASHWORTH DRIVE ROADWAY EXTENSION PROJECT, Project No. CP-197-3244 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of April, 2023, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. CP-197-3244 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54251165

KNOW ALL BY THESE PRESENTS:

That we, Dave Schmitt Construction Co., Inc., as Principal (hereinafter the “Contractor” or “Principal” and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million, Two Hundred Forty Nine Thousand, Eighty Seven Dollars and Thirty One Cents (\$1,249,087.31), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2023, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

ASHWORTH DRIVE ROADWAY EXTENSION PROJECT
Paving/ Subdrainage
Project CP-197-3244

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. CP-197-3244

Witness our hands, in quadruplicate, this _____ day of _____, 2023.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Dave Schmitt Construction Co., Inc.

Contractor

By:  _____
Signature

President
Title

SURETY:

United Fire & Casualty Company

Surety Company

By:  _____
Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact & IA Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dep Item 31.
 118 Second
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2. Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022

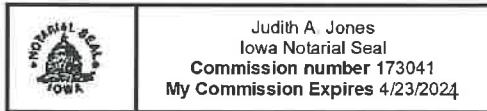


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dave Schmitt Construction Co., Inc.
, as Principal, and United Fire & Casualty Company
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," in the
penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%) lawful money of the United
States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid
dated the 24th day of April, 2023, for Ashworth Drive Roadway Extension Project No.CP-197-3244, Cedar Falls, IA.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this 18th day of April, A.D., 2023.

Dave Schmitt Construction Co., Inc. (Seal)

Principal

By [Signature] President (Title)

United Fire & Casualty Company (Seal)

Surety

By [Signature] Anne Crowner Attorney-in-fact

[Signature]
Witness

[Signature]
Witness Dione R. Young



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept. Item 31.
 118 Second
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of April 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. CP-197-3244

STATE OF Iowa ss
COUNTY OF Linn

Jessica Hendrickson, being first duly sworn, deposes and says that:

(1) We are Representative of _____
(Owner, partner, officer, representative, or agent)

Dave Schmitt Construction, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

[Signature]
Signed _____
Title President

Subscribed and sworn to before me

this 24 day of April, 2023

Jessica Hendrickson
Admin. Assistant
Title



My Commission expires October 26, 2024.


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: May 8, 2023

SUBJECT: North Cedar Heights Area Reconstruction Phase 1A
 City Project Number: RC-092-3271
 Bid Opening

On Monday, May 08, 2023 at 10:00 a.m., three (3) bids were received and opened for the North Cedar Heights Area Reconstruction Phase 1A project. One (1) bid was withdrawn several hours after the bid opening:

	<i>Base Bid</i>
Engineering Estimate	\$3,225,953.05
Petersen Contractors, Inc.	\$2,795,621.47
Dave Schmitt Construction	\$2,633,563.41
Boomerang Corporation	Bid Withdrawn

The Engineer's Estimate for this project was \$3,225,953.05. Dave Schmitt Construction, of Cedar Rapids, Iowa submitted the low bid in the amount of \$2,633,563.41. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Dave Schmitt Construction in the amount of \$2,633,563.41. On June 5, 2023, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director
 David Wicke, PE, City Engineer

North Cedar Heights Area Reconstruction (Phase 1A) - Bid Tab

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Boomerang		Dave Schmitt Construction		Peterson Contractors Inc	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-108A	CLEARING AND GRUBBING	UNIT	142.7	\$160.00	\$22,832.00	\$57.00	\$8,133.90	\$191.00	\$27,255.70	\$160.00	\$22,832.00
2	2010-108B	CLEARING AND GRUBBING	AC	0.3	\$70,000.00	\$21,000.00	\$18,000.00	\$5,400.00	\$42,800.00	\$12,840.00	\$70,000.00	\$21,000.00
3	2010-108B	GRUBBING (BY AREA)	AC	1	\$49,500.00	\$49,500.00	\$13,000.00	\$13,000.00	\$28,775.00	\$28,775.00	\$49,500.00	\$49,500.00
4	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	534	\$32.50	\$17,355.00	\$40.00	\$21,360.00	\$32.50	\$17,355.00	\$32.50	\$17,355.00
5	2010-108D	TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR	CY	1050	\$32.50	\$34,125.00	\$40.00	\$42,000.00	\$32.50	\$34,125.00	\$32.50	\$34,125.00
6	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	1764	\$17.50	\$30,870.00	\$30.00	\$52,920.00	\$17.50	\$30,870.00	\$17.50	\$30,870.00
7	2010-108E	EXCAVATION, CLASS 10, SLOPE REPAIR	CY	4395	\$14.00	\$61,530.00	\$5.00	\$21,975.00	\$14.00	\$61,530.00	\$14.00	\$61,530.00
8	2010-108E	EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR	CY	7978	\$23.00	\$183,494.00	\$20.00	\$159,560.00	\$23.00	\$183,494.00	\$23.00	\$183,494.00
9	2010-108E	EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR	CY	1565	\$18.50	\$28,952.50	\$20.00	\$31,300.00	\$18.50	\$28,952.50	\$18.50	\$28,952.50
10	2010-108E	EXCAVATION, CLASS 13	CY	10	\$125.00	\$1,250.00	\$20.00	\$200.00	\$125.00	\$1,250.00	\$125.00	\$1,250.00
11	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	3889	\$2.15	\$8,361.35	\$2.00	\$7,778.00	\$2.15	\$8,361.35	\$2.15	\$8,361.35
12	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100	\$8.00	\$800.00	\$6.00	\$600.00	\$8.00	\$800.00	\$8.00	\$800.00
13	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	203	\$22.00	\$4,466.00	\$10.00	\$2,030.00	\$22.00	\$4,466.00	\$22.00	\$4,466.00
14	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	4333	\$18.00	\$77,994.00	\$17.00	\$73,661.00	\$18.00	\$77,994.00	\$18.00	\$77,994.00
15	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TON	100	\$35.00	\$3,500.00	\$30.00	\$3,000.00	\$25.50	\$2,550.00	\$25.00	\$2,500.00
16	2501-8400172	TEMPORARY SHORING	LS	1	\$600,000.00	\$600,000.00	\$5,000.00	\$5,000.00	\$176,858.00	\$176,858.00	\$210,000.00	\$210,000.00
17	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	1166	\$165.00	\$192,390.00	\$90.00	\$104,940.00	\$212.00	\$247,192.00	\$191.00	\$222,706.00
18	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 8 IN.	LF	206	\$175.00	\$36,050.00	\$155.00	\$31,930.00	\$175.50	\$36,153.00	\$170.00	\$35,020.00
19	4010-108E	SANITARY SEWER SERVICE	LF	141	\$165.00	\$23,265.00	\$125.00	\$17,625.00	\$269.50	\$37,999.50	\$240.00	\$33,840.00
20	4010-108	SANITARY SEWER PIPE INSULATION	LF	104	\$30.00	\$3,120.00	\$15.00	\$1,560.00	\$13.60	\$1,414.40	\$15.00	\$1,560.00
21	4010-108H	REMOVAL OF SANITARY SEWER	LF	975	\$23.50	\$22,912.50	\$25.00	\$24,375.00	\$28.40	\$27,690.00	\$26.00	\$25,350.00
22	4010-108I	SANITARY SEWER CLEAN OUT	EACH	1	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$904.50	\$904.50	\$900.00	\$900.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	221	\$115.00	\$25,415.00	\$84.00	\$18,564.00	\$120.00	\$26,520.00	\$115.00	\$25,415.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	175	\$125.00	\$21,875.00	\$95.00	\$16,625.00	\$125.50	\$21,962.50	\$123.00	\$21,525.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	108	\$230.00	\$24,840.00	\$130.00	\$14,040.00	\$229.00	\$24,732.00	\$228.00	\$24,624.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	122	\$25.00	\$3,050.00	\$30.00	\$3,660.00	\$87.30	\$10,650.60	\$25.00	\$3,050.00
27	4030-108B	18" RCP APRON 4030.222	EACH	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,519.00	\$2,519.00	\$1,400.00	\$1,400.00
28	4030-108B	24" RCP APRON 4030.222	EACH	4	\$1,700.00	\$6,800.00	\$3,300.00	\$13,200.00	\$3,045.00	\$12,180.00	\$1,700.00	\$6,800.00
29	4030-108C	RCP APRON FOOTINGS 4030.221	EACH	5	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$661.00	\$3,305.00	\$1,500.00	\$7,500.00
30	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	1764.5	\$18.50	\$32,643.25	\$23.00	\$40,583.50	\$38.70	\$68,286.15	\$18.50	\$32,643.25
31	4040-108A	SUBDRAIN, 6 IN. DIA. DR-303, TYPE 11	LF	995.7	\$17.00	\$16,926.90	\$20.00	\$19,914.00	\$39.60	\$39,429.72	\$17.00	\$16,926.90
32	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH	14	\$600.00	\$8,400.00	\$300.00	\$4,200.00	\$153.00	\$2,142.00	\$600.00	\$8,400.00
33	4040-108D	SUBDRAIN OUTLETS, 4040.233	EACH	1	\$650.00	\$650.00	\$500.00	\$500.00	\$170.50	\$170.50	\$650.00	\$650.00
34	4040-108E	SUBDRAIN TAP, 6"	EACH	14	\$650.00	\$9,100.00	\$840.00	\$11,760.00	\$907.50	\$12,705.00	\$625.00	\$8,750.00
35	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	1902.68	\$145.00	\$275,888.60	\$94.00	\$178,851.92	\$202.50	\$385,292.70	\$184.00	\$350,093.12
36	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	5	\$325.00	\$1,625.00	\$250.00	\$1,250.00	\$226.00	\$1,130.00	\$215.00	\$1,075.00
37	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	14	\$150.00	\$2,100.00	\$200.00	\$2,800.00	\$233.50	\$3,269.00	\$220.00	\$3,080.00

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Boomerang		Dave Schmitt Construction		Peterson Contractors Inc	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
38	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	3279.3	\$25.00	\$81,982.50	\$14.81	\$48,566.43	\$8.35	\$27,382.16	\$9.15	\$30,005.60
39	5010-108E	WATER SERVICE, 1 IN	LF	192	\$155.00	\$29,760.00	\$130.00	\$24,960.00	\$240.50	\$46,176.00	\$220.00	\$42,240.00
40	5010-108F	WATERMAIN ABANDONMENT, CAP	EACH	10	\$1,350.00	\$13,500.00	\$1,000.00	\$10,000.00	\$1,040.00	\$10,400.00	\$950.00	\$9,500.00
41	5010-108H	WATERMAIN REMOVAL	LF	60	\$20.00	\$1,200.00	\$30.00	\$1,800.00	\$72.10	\$4,326.00	\$65.00	\$3,900.00
42	5020-108A	VALVE, GATE, DIP, 8 IN	EACH	8	\$3,600.00	\$28,800.00	\$2,500.00	\$20,000.00	\$2,347.00	\$18,776.00	\$2,350.00	\$18,800.00
43	5020-108C	FIRE HYDRANT ASSEMBLY	EACH	4	\$9,300.00	\$37,200.00	\$7,500.00	\$30,000.00	\$6,824.00	\$27,296.00	\$6,700.00	\$26,800.00
44	5020-108J	HYDRANT ASSEMBLY, REMOVAL	EACH	3	\$1,700.00	\$5,100.00	\$1,000.00	\$3,000.00	\$548.50	\$1,645.50	\$500.00	\$1,500.00
45	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH	8	\$11,000.00	\$88,000.00	\$6,000.00	\$48,000.00	\$6,029.00	\$48,232.00	\$5,800.00	\$46,400.00
46	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH	2	\$25,000.00	\$50,000.00	\$18,000.00	\$36,000.00	\$12,873.00	\$25,746.00	\$18,750.00	\$37,500.00
47	6010-108A	MANHOLE, 6010.301, 72 IN.	EACH	1	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$12,873.00	\$12,873.00	\$5,800.00	\$5,800.00
48	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$6,181.00	\$6,181.00	\$7,500.00	\$7,500.00
49	6010-108A	MANHOLE, 6010.401, 60 IN.	EACH	1	\$9,500.00	\$9,500.00	\$7,000.00	\$7,000.00	\$7,881.00	\$7,881.00	\$9,500.00	\$9,500.00
50	6010-108B	INTAKE, 6010.505	EACH	5	\$11,500.00	\$57,500.00	\$7,000.00	\$35,000.00	\$6,485.00	\$32,425.00	\$11,500.00	\$57,500.00
51	6010-108B	INTAKE, 6010.510	EACH	1	\$17,600.00	\$17,600.00	\$11,000.00	\$11,000.00	\$11,855.00	\$11,855.00	\$17,600.00	\$17,600.00
52	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	2	\$7,800.00	\$15,600.00	\$6,000.00	\$12,000.00	\$4,341.00	\$8,682.00	\$4,300.00	\$8,600.00
53	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH	8	\$1,400.00	\$11,200.00	\$1,000.00	\$8,000.00	\$1,288.00	\$10,304.00	\$1,400.00	\$11,200.00
54	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	581	\$100.00	\$58,100.00	\$74.00	\$42,994.00	\$67.20	\$39,043.20	\$75.00	\$43,575.00
55	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF	1280	\$43.50	\$55,680.00	\$36.00	\$46,080.00	\$25.20	\$32,256.00	\$35.00	\$44,800.00
56	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF	1715	\$42.00	\$72,030.00	\$36.00	\$61,740.00	\$24.00	\$41,160.00	\$30.00	\$51,450.00
57	2304-0101000	TEMPORARY PAVEMENT, 6" PCC	SY	126	\$74.00	\$9,324.00	\$65.00	\$8,190.00	\$63.60	\$8,013.60	\$100.00	\$12,600.00
58	7020-108B	7" HMA ST	SY	2166.7	\$75.00	\$162,502.50	\$73.00	\$158,169.10	\$62.50	\$135,418.75	\$68.00	\$147,335.60
59	7030-108A	REMOVAL OF DRIVEWAY	SY	196.7	\$12.00	\$2,360.40	\$14.00	\$2,753.80	\$23.00	\$4,524.10	\$12.00	\$2,360.40
60	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY	196.7	\$90.00	\$17,703.00	\$73.00	\$14,359.10	\$63.60	\$12,510.12	\$100.00	\$19,670.00
61	7030-108H	CLASS A ROADSTONE	TON	21.2	\$80.00	\$1,696.00	\$40.00	\$848.00	\$80.00	\$1,696.00	\$80.00	\$1,696.00
62	7040-108H	REMOVAL OF PAVEMENT	SY	3116.2	\$11.00	\$34,278.20	\$11.00	\$34,278.20	\$10.80	\$33,654.96	\$10.75	\$33,499.15
63	2505-4008120	REMOVAL OF GUARDRAIL	LF	76	\$15.00	\$1,140.00	\$24.00	\$1,824.00	\$15.00	\$1,140.00	\$15.00	\$1,140.00
64	8030-108A	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$2,700.00	\$2,700.00	\$17,900.00	\$17,900.00	\$25,000.00	\$25,000.00
65	2401-6745765	LIGHT POLES, REMOVE	EACH	1	\$600.00	\$600.00	\$650.00	\$650.00	\$600.00	\$600.00	\$600.00	\$600.00
66	2523-0000100	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	2	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00
67	2523-0000200	ELECTRICAL CIRCUITS	LF	35	\$50.00	\$1,750.00	\$54.00	\$1,890.00	\$50.00	\$1,750.00	\$50.00	\$1,750.00
68	2528-2518000	SAFETY CLOSURE	EACH	10	\$200.00	\$2,000.00	\$54.00	\$540.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
69	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF	45.5	\$32.00	\$1,456.00	\$43.00	\$1,956.50	\$40.00	\$1,820.00	\$40.00	\$1,820.00
70	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF	50	\$30.00	\$1,500.00	\$43.00	\$2,150.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00
71	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	5	\$150.00	\$750.00	\$190.00	\$950.00	\$175.00	\$875.00	\$175.00	\$875.00
72	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	4	\$225.00	\$900.00	\$380.00	\$1,520.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00
73	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	1	\$250.00	\$250.00	\$295.00	\$295.00	\$275.00	\$275.00	\$275.00	\$275.00
74	9010-108D	WATERING	MGAL	50	\$135.00	\$6,750.00	\$100.00	\$5,000.00	\$60.00	\$3,000.00	\$200.00	\$10,000.00
75	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE	1.2	\$3,650.00	\$4,380.00	\$4,000.00	\$4,800.00	\$7,500.00	\$9,000.00	\$3,650.00	\$4,380.00
76	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	1.2	\$9,750.00	\$11,700.00	\$4,500.00	\$5,400.00	\$10,000.00	\$12,000.00	\$9,750.00	\$11,700.00
77	9020-108A	SOD	SQ	109	\$95.00	\$10,355.00	\$80.00	\$8,720.00	\$120.00	\$13,080.00	\$100.00	\$10,900.00
78	9040-108E	TEMPORARY RECP, TYPE 3B	SY	5949	\$1.40	\$8,328.60	\$2.00	\$11,898.00	\$1.85	\$11,005.65	\$1.50	\$8,923.50
79	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	3159	\$2.25	\$7,107.75	\$2.00	\$6,318.00	\$2.00	\$6,318.00	\$2.50	\$7,897.50

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Boomerang		Dave Schmitt Construction		Peterson Contractors Inc	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
80	9040-108F	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	3159	\$1.00	\$3,159.00	\$1.00	\$3,159.00	\$0.25	\$789.75	\$1.00	\$3,159.00
81	9040-108J	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	175	\$60.00	\$10,500.00	\$65.00	\$11,375.00	\$68.10	\$11,917.50	\$60.00	\$10,500.00
82	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	836	\$2.00	\$1,672.00	\$3.00	\$2,508.00	\$2.00	\$1,672.00	\$2.25	\$1,881.00
83	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	836	\$0.75	\$627.00	\$1.00	\$836.00	\$0.25	\$209.00	\$0.85	\$710.60
84	9040-108O	CONSTRUCTION ENTRANCE	SY	55	\$75.00	\$4,125.00	\$23.00	\$1,265.00	\$75.00	\$4,125.00	\$75.00	\$4,125.00
85	9040-108R	TURF REINFORCEMENT MATTING (TYPE 3)	SQ	4	\$135.00	\$540.00	\$32.00	\$128.00	\$250.00	\$1,000.00	\$125.00	\$500.00
86	9040-108T	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	9	\$75.00	\$675.00	\$160.00	\$1,440.00	\$125.00	\$1,125.00	\$85.00	\$765.00
87	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	9	\$50.00	\$450.00	\$54.00	\$486.00	\$25.00	\$225.00	\$50.00	\$450.00
88	9070	REMOVAL OF EXISTING LANDSCAPING	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$72,025.00	\$72,025.00	\$45,000.00	\$45,000.00
89	9070	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	184	\$250.00	\$46,000.00	\$43.00	\$7,912.00	\$80.00	\$14,720.00	\$75.00	\$13,800.00
90	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	8	\$25.00	\$200.00	\$54.00	\$432.00	\$150.00	\$1,200.00	\$25.00	\$200.00
91	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1	\$50.00	\$50.00	\$27.00	\$27.00	\$25.00	\$25.00	\$50.00	\$50.00
92	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1	\$50.00	\$50.00	\$27.00	\$27.00	\$25.00	\$25.00	\$50.00	\$50.00
93	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EA	12	\$185.00	\$2,220.00	\$81.00	\$972.00	\$225.00	\$2,700.00	\$195.00	\$2,340.00
94	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	12	\$50.00	\$600.00	\$54.00	\$648.00	\$25.00	\$300.00	\$60.00	\$720.00
95	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EA	12	\$50.00	\$600.00	\$27.00	\$324.00	\$25.00	\$300.00	\$60.00	\$720.00
96	11020-108A	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00	\$187,000.00	\$187,000.00	\$150,000.00	\$150,000.00	\$315,000.00	\$315,000.00
97	11030-108A	MAILBOX, REMOVE AND REINSTALL	EA	12	\$485.00	\$5,820.00	\$350.00	\$4,200.00	\$250.00	\$3,000.00	\$485.00	\$5,820.00
98	11050-108A	CONCRETE WASHOUT	LS	1	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$960.00	\$960.00	\$10,000.00	\$10,000.00
					\$3,225,953.05		\$1,928,885.45		\$2,633,563.41		\$2,795,621.47	

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M Green and City Council

FROM: Luke Andreasen, PE – Principal Engineer

DATE: May 9, 2023

SUBJECT: Professional Services Agreement, JCG Land Services
General Land Acquisition Services
City Project No. LA-000-3321

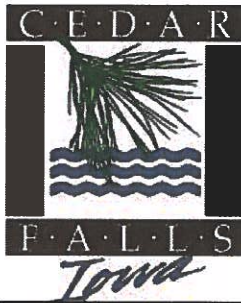
Please find the attached Professional Service Agreement between the City of Cedar Falls and JCG Land Services that outlines the scope of services and costs for general land acquisition services. This will include acquisition of temporary easements, permanent easements, and ROW for any CIP projects being designed by city staff. Services will include public meetings (including individual property visits), title reports, compensation valuations, acquisition document preparation, and condemnation support.

The attached Professional Service Agreement shows what specific services will be rendered. Payment will be on an hourly basis and in a total amount not to exceed \$100,000.00.

The Department of Public Works, Engineering Division requests your approval of this Professional Service Agreement with JCG Land Services for land acquisition services.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**General Land Acquisition Services
Cedar Falls, Iowa
City Project Number: LA-000-3321**

This Agreement is made and entered by and between JCG Land Services, Inc., 1715 S. G Avenue, Nevada, Iowa, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional Right of Way Acquisition standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of one hundred thousand dollars (\$100,000).

ROW Acquisition Services \$100,000

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and

submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: Robert M. Green

Printed Name: Jay Walton

Title: Mayor of Cedar Falls

Title: Vice-President

Date: _____

Date: 5.5.23

Consultant
Project No. 6727

General Land Acquisition Services
Cedar Falls, Iowa
City Project No. LA-000-3321

Exhibit A

**General Land Acquisition Services
Cedar Falls, Iowa
City Project Number LA-000-3321**

Scope of Services

Project Management –

Consultant’s Project Manager and Acquisition Specialist(s) will attend meetings with the City to discuss project details including the purpose of the project, design, construction schedule, scope of tasks for acquisition process, number of parcels, project coordination meetings and public hearing/meeting requirements, prior correspondence with affected property owners, and other tasks requested by the City.

Consultant will be responsible for effective staffing on the project and ensure all acquisition tasks are completed accurately and completely. The Project Manager will be responsible for the quality of work, compliance with all local, state and federal statutes and laws, cost control, and adherence to the project schedule per the terms of the scope of services, and will serve as the primary contact with the City and other City staff as requested. The Project Manager will conduct regular meetings with the City and project team, and provide progress and status reports for each parcel and overall project completion reports on a regular schedule, as requested by the City.

Public Hearing / Public Information Meeting -

If the right of way sought to be acquired is agricultural land as defined in Iowa Code Section 6A.21 *Condemnation of Agricultural Land – definitions*, Consultant shall participate in the public hearing process for the purpose of implementing the requirements of Section 6B.2A *Notice of Proposed Public Improvement* of the Iowa Code, unless the acquisition is found exempt under Subsection 6B.2A(4). The City will complete and mail the Notice of Public Hearing to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing, and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. CONSULTANT will then participate in the Public Hearing to explain the acquisition process, the schedule, and answer questions pertaining to the impacts of the project.

Title Reports -

For Fee or Permanent Easement acquisition purposes, Consultant will obtain Record of Ownership and Liens report(s) from a local abstractor within the respective county the project is located, to identify all the owners, easements, other interest holders, mortgages and other lien holders, and encumbrancers needed to obtain possession of the interests in land being acquired. The costs for procuring the Record of Ownership and Liens for each parcel will be a reimbursable expense as noted on Consultant’s project invoices.

Compensation Valuations -

If the proposed acquisition for any parcel is complicated and estimated to exceed \$10,000.00, Consultant will recommend to the City an experienced Eminent Domain Appraiser and Review Appraiser to prepare the appraisal products for the acquisition of right of way as required by Section 6B.54(3) of the Iowa Code. Upon approval of the appraiser by the City, Consultant will make the appraisal assignments; and, upon completion, provide the appraisal and appraisal review reports to the City. The City shall approve the review appraiser’s allocation of just compensation prior to Consultant mailing the appraisal to the property owner(s). The costs for

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procuring any appraisal and review appraisal reports will be a reimbursable expense as noted on Consultant's project Invoices.

For uncomplicated acquisitions with compensation anticipated to be less than \$25,000.00 per parcel, Consultant's Acquisition Specialist will research arms-length comparable sales data to determine a range of value for just compensation to be paid. The Acquisition Specialist will then prepare Compensation Estimates to allocate just compensation for the right of way sought to be acquired, and submit them to the City for approval prior to Consultant initiating negotiation with the owner(s).

Acquisition Document and File Preparation -

Prior to negotiations, Consultant will request templates from the City to use for the preparation of temporary and permanent acquisition documents, purchase agreements, and other supporting transfer documents as required by law and required for the project. Or, upon request, Consultant can provide document templates for each situation to submit to the City for their review and approval. Consultant's Document Specialists will correctly prepare all forms of conveyance documents necessary to acquire the land rights sought; and, upon completion, assemble the corresponding parcel file to be turned in to the City for the audit, payment, and closing processes. Consultant's closed files will consist of:

- Certificate of Negotiator
- Easements, or Deeds, signed by all interest holders in the property
- An Administrative Settlement form if an amount above the appraisal is recommended
- Owner (and Tenant) Purchase Agreements
- Offers to Purchase and/or Relocation Assistance
- Record of all contacts and correspondence
- W-9 form
- Disclosure of Representation
- Estimates for cost to cure damage items
- Acquisition Plat and Legal Description
- Record of Ownership and Liens Report

Condemnation Support -

In the event an impasse with negotiations is reached and condemnation should become necessary with any parcel, Consultant will complete and assemble the parcel file information in an appropriate sequence to expedite the Application for Condemnation to be filed by the City's attorney. Upon request, Consultant's staff will attend necessary meetings in support of the condemnation proceeding and appear at the compensation hearing.

Exhibit B

**General Land Acquisition Services
Cedar Falls, Iowa
City Project Number LA-000-3321**

Original 12/13/11
Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

General Land Acquisition Services
Cedar Falls, Iowa
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5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

General Land Acquisition Services
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8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

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pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

General Land Acquisition Services
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EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 10,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$1,000,000
Each Employee – Disease	\$1,000,000
Policy Limit – Disease	\$1,000,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$5,000,000

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**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

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5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

General Land Acquisition Services
 Cedar Falls, Iowa
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JCGLA-1

OP ID: CF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 04/28/2023

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

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

PRODUCER KNAPP-TEDESCO INS. AGENCY 627 MAIN STREET AMES, IA 50010-6062 STEVEN D GOODHUE 515-232-7080	CONTACT NAME: STEVEN D GOODHUE PHONE (A/C, H/c, Ext): 515-232-7080 FAX (A/C, H/c): E-MAIL ADDRESS: stove@knapptedesco.com
	INSURERS AFFORDING COVERAGE INSURER A: CINCINNATI CASUALTY COMPANY NAIC # 28865 INSURER B: CINCINNATI INSURANCE COMPANY 10677 INSURER C: HOUSTON CASUALTY COMPANY INSURER D: ARCH INSURANCE COMPANY INSURER E: INSURER F:
INSURED JCG LAND SERVICES INC CARROL MCCrackEN 1715 S G AVENUE NEVADA, IA 50201-2798	

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	INSUR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:	X	X	EPP0277263	09/12/2021	09/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0277263	09/12/2022	09/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0277263	09/12/2021	09/12/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0464570	09/12/2022	09/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			MEOHS000267401	03/01/2023	03/01/2024	EACH CLA \$ 5,000,000
D	Cyber Liability			C4LPY022382CYBER2023	03/02/2023	03/02/2024	EACH CLA \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER 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 IN REGARDS TO GENERAL LIABILITY ON A PRIMARY, NON-CONTRIBUTORY BASIS & INCLUDING COMPLETED OPERATIONS.

CERTIFICATE HOLDER CITY OF CEDAR FALLS, IOWA 220 CLAY STREET CEDAR FALLS, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE STEVEN D GOODHUE
--	--

General Land Acquisition Services
Cedar Falls, Iowa
City Project No. LA-000-3321

NOTEPAD:	HOLDER CODE	JCGLA-1	PAGE 2
	INSURED'S NAME JCG LAND SERVICES INC	OP ID: CF	Date 04/26/2023

WAIVER OF SUBROGATION IN FAVOR OF 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 IS INCLUDED ON THE GENERAL LIABILITY AND WORKER'S COMPENSATION.

IOWA CANCELLATION & MATERIAL CHANGE ENDORSEMENT INCLUDED FOR 30 DAYS.

GOVERNMENTAL IMMUNITY ENDORSEMENT INCLUDED FOR CITY OF CEDAR FALLS, IOWA.

Consultant
Project No. 6727

General Land Acquisition Services
Cedar Falls, Iowa
City Project No. LA-000-3321

Exhibit C

**General Land Acquisition Services
Cedar Falls, Iowa
City Project Number LA-000-3321**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant
Project No. 6727

General Land Acquisition Services
Cedar Falls, Iowa
City Project No. LA-000-3321

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. 6727

General Land Acquisition Services
Cedar Falls, Iowa
City Project No. LA-000-3321

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer II

DATE: May 8, 2023

SUBJECT: 2023 Sidewalk Assessment Project
 City Project Number: SW-000-3301
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project – Zone 1.

We recommend setting Monday, June 5, 2023 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, June 30, 2023 at 10:00 a.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, May 19, 2023. The Plans and Specifications will be ready for distribution to contractors on Friday, May 19th, 2023, allowing for six (6) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with interest.

The total estimated cost for the construction of this project is \$171,952.12.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

BID TABULATION						
2023 SIDEWALK ASSESSMENT PROJECT CITY PROJECT NO. SW - 000 - 3301 ENGINEER'S ESTIMATE						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF SITE TOPSOIL	C.Y.	\$100.00	46.06	\$ 4,606.00
2	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$90.00	644.58	\$ 58,012.20
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$125.00	633.96	\$ 79,245.00
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$150.00	10.52	\$ 1,578.00
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$15,000.00	1.00	\$ 15,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$5.50	2456.53	\$ 13,510.92
TOTAL PROJECT ESTIMATE						<u>\$171,952.12</u>



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: May 8, 2023
SUBJECT: Transfer of Lot 5, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.15 acres more or less).

Staff would like to request that a public hearing be scheduled for June 5, 2023 to address the proposed transfer of the above referenced City owned real estate to Technology Pkwy Properties, LLC. The proposed project would consist of an approximate 10,000 square foot building to be constructed along Technology Parkway in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

DAILY INVOICES FOR 5/15/23 COUNCIL MEETING

Item 36.

PREPARED 05/09/2023, 9:56:25
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE				
1742		10/23 AP		04/07/23	0006815	IOWA DEPT.OF REVENUE MONTHLY SALES TAX RECREATION	3,711.97			05/01/23
					ACCOUNT TOTAL		3,711.97	.00	3,711.97	
101-1008-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	443.62			05/01/23
					ACCOUNT TOTAL		443.62	.00	443.62	
101-1028-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	183.81			05/01/23
					ACCOUNT TOTAL		183.81	.00	183.81	
101-1028-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1821		11/23 AP		04/28/23	0398560	PETTY CASH REPLENISH PETTY CASH	85.00			05/01/23
					ACCOUNT TOTAL		85.00	.00	85.00	
101-1028-441.89-17						MISCELLANEOUS SERVICES / BANK SERVICE CHARGES				
1742		10/23 AP		04/28/23	0006811	FARMERS STATE BANK OUTGOING WIRE FEE US BANK	20.00			05/01/23
1742		10/23 AP		04/28/23	0006812	FARMERS STATE BANK OUTGOING WIRE FEE COLLINS	20.00			05/01/23
1742		10/23 AP		04/19/23	0006810	FARMERS STATE BANK VOYA OUTGOING WIRE 04/21/23 PAYROLL	20.00			05/01/23
1742		10/23 AP		04/04/23	0006809	FARMERS STATE BANK VOYA OUTGOING WIRE 04/06/23 PAYROLL	20.00			05/01/23
					ACCOUNT TOTAL		80.00	.00	80.00	
101-1038-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	45.88			05/01/23
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	63.98			05/01/23
					ACCOUNT TOTAL		109.86	.00	109.86	

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ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1038-441.81-32								
1778		10/23 AP	04/22/23	0398541	SMITH JR, TIMOTHY B	2,268.00		04/25/23
					TUITION REIMBURSEMENT			
					LDRSHP.DEV./MGMT.SKILLS			
					ACCOUNT TOTAL	2,268.00	.00	2,268.00
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105								
1742		10/23 AP	04/07/23	0006820	ISOLVED BENEFIT SERVICES, INC	717.60		05/01/23
					CAFE ADMIN FEE-MAR'23			
					ACCOUNT TOTAL	717.60	.00	717.60
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1742		10/23 AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	500.00		05/01/23
					HEALTH INS REIMBURSEMENT			
					ACCOUNT TOTAL	500.00	.00	500.00
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1742		10/23 AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	66.93		05/01/23
					HEALTH INS REIMBURSEMENT			
					ACCOUNT TOTAL	66.93	.00	66.93
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE								
1590		11/23 AP	03/27/23	0398599	QUADIENT FINANCE USA, INC.	300.00		04/26/23
					POSTAGE			
					ACCOUNT TOTAL	300.00	.00	300.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
1590		11/23 AP	04/11/23	0398589	GORDON FLESCH COMPANY INC	923.47		04/26/23
					COPIER CONTRACT			
					015-1483981-000			
					ACCOUNT TOTAL	923.47	.00	923.47
101-1060-423.85-01 UTILITIES / UTILITIES								
1588		11/23 AP	04/05/23	0398583	CEDAR FALLS UTILITIES	4,525.83		04/26/23
					LIBRARY UTILITIES			
					ACCOUNT TOTAL	4,525.83	.00	4,525.83
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				continued
1590		11/23 AP		04/14/23	0398578	ARAMARK	23.55			04/26/23
						LIBRARY MAT SERVICE				
1742		10/23 AP		04/03/23	0006838	PROFESSIONAL SOLUTIONS	35.41			05/01/23
						MARCH CREDIT CARD FEES				
1588		11/23 AP		03/31/23	0398578	ARAMARK	23.55			04/26/23
						LIBRARY MAT SERVICE				
						ACCOUNT TOTAL	82.51	.00		82.51
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1588		11/23 AP		03/29/23	0398590	INGRAM ENTERTAINMENT INC.	36.99			04/26/23
						VIDEO GAMES (MEM BROWN)				
						ACCOUNT TOTAL	36.99	.00		36.99
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1588		11/23 AP		04/15/23	0398591	KRAMER, KARL ALLAN	200.00			04/26/23
						FOTL:YA-DUNGERON MASTER CLASS				
1588		11/23 AP		04/03/23	0398580	BAKER & TAYLOR BOOKS	55.97			04/26/23
						FOTL:ADULT-ADULT BOOKS				
1588		11/23 AP		03/27/23	0398580	BAKER & TAYLOR BOOKS	9.58			04/26/23
						FOTL:YOUTH-YOUTH BOOKS				
1588		11/23 AP		03/27/23	0398602	UNIVERSITY OF NORTHERN IOWA	30.00			04/26/23
						FOTL:YA-INTRO TO CLIMBING CLASS				
						ACCOUNT TOTAL	295.55	.00		295.55
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1588		11/23 AP		04/08/23	0398588	GILL, JIM	3,150.00			04/26/23
						RAY 2 RMB CHILDREN'S BOOK FESTIVAL-CONCERTS				
1588		11/23 AP		04/07/23	0398594	NATIONAL MISSISSIPPI RIVER MU	667.60			04/26/23
						BERG 2 RMB SLP '23-OCEAN ODYSSEY PROGRAMS				
1588		11/23 AP		04/07/23	0398596	OSMAN, MIKAYLA	1,050.00			04/26/23
						BERG 2 RMB SLP '23-MAGIC PERFORMANCES				
1588		11/23 AP		04/07/23	0398603	WENZEL, KAYMARIE L.	200.00			04/26/23
						RAY 2 RMB CHILDRENS BOOK FESTIVAL-YOGA SESSIONS				
1588		11/23 AP		03/24/23	0398587	GAPSTUR, ERIC	300.00			04/26/23
						RAY 2 RMB CV CHILDREN'S BOOK FEST-WORKSHOP FEE				
						ACCOUNT TOTAL	5,367.60	.00		5,367.60
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
1590		11/23 AP		04/12/23	0398582	BRODART CO.	324.97			04/26/23
						9, 12, & 16" BOOK COVER ROLLS				
1590		11/23 AP		04/12/23	0398585	DEMCO, INC	62.73			04/26/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			continued
						1/4" FILAMENT & 2" BOOK TAPES			
1588		11/23 AP		03/21/23	0398601	ULINE, INC.	125.95		04/26/23
						STORAGE TOTES			
1588		11/23 AP		02/28/23	0398582	BRODART CO.	507.10		04/26/23
						8.5X5.25" BOOK COVER, 9" & 12" BOOK COVER ROLLS			
						ACCOUNT TOTAL	1,020.75	.00	1,020.75
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1590		11/23 AP		04/07/23	0398600	SIRSI CORPORATION	510.16		04/26/23
						SYMPHONY WEB 1-YR RENEWAL 05/01/23-04/30/24			
1588		11/23 AP		04/01/23	0398595	OCLC, INC.	779.19		04/26/23
						CATALOG AND METADATA SUBSCRIPTION			
						ACCOUNT TOTAL	1,289.35	.00	1,289.35
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1590		11/23 AP		04/13/23	0398580	BAKER & TAYLOR BOOKS	416.74		04/26/23
						ADULT BOOKS			
1588		11/23 AP		04/11/23	0398580	BAKER & TAYLOR BOOKS	204.58		04/26/23
						ADULT BOOKS			
1588		11/23 AP		04/11/23	0398580	BAKER & TAYLOR BOOKS	166.24		04/26/23
						ADULT BOOKS			
1588		11/23 AP		04/10/23	0398580	BAKER & TAYLOR BOOKS	569.92		04/26/23
						ADULT BOOKS			
1588		11/23 AP		04/06/23	0398580	BAKER & TAYLOR BOOKS	468.99		04/26/23
						ADULT BOOKS			
1588		11/23 AP		04/03/23	0398580	BAKER & TAYLOR BOOKS	81.53		04/26/23
						ADULT BOOKS			
1588		11/23 AP		03/30/23	0398580	BAKER & TAYLOR BOOKS	278.75		04/26/23
						ADULT BOOKS			
1588		11/23 AP		03/27/23	0398580	BAKER & TAYLOR BOOKS	544.89		04/26/23
						ADULT BOOKS			
						ACCOUNT TOTAL	2,731.64	.00	2,731.64
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
1590		11/23 AP		04/13/23	0398580	BAKER & TAYLOR BOOKS	91.84		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/12/23	0398580	BAKER & TAYLOR BOOKS	563.46		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/11/23	0398580	BAKER & TAYLOR BOOKS	23.35		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/10/23	0398580	BAKER & TAYLOR BOOKS	10.82		04/26/23
						YOUNG ADULT BOOKS			
1590		11/23 AP		04/10/23	0398580	BAKER & TAYLOR BOOKS	11.39		04/26/23

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FUND 101 GENERAL FUND									
101-1061-423.89-21						MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS			continued
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/06/23	0398580	BAKER & TAYLOR BOOKS	98.75		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/04/23	0398580	BAKER & TAYLOR BOOKS	10.82		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		04/03/23	0398580	BAKER & TAYLOR BOOKS	121.14		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		03/30/23	0398580	BAKER & TAYLOR BOOKS	1,148.08		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		03/30/23	0398580	BAKER & TAYLOR BOOKS	35.93		04/26/23
						YOUNG ADULT BOOKS			
1588		11/23 AP		03/27/23	0398580	BAKER & TAYLOR BOOKS	35.10		04/26/23
						YOUNG ADULT BOOKS			
						ACCOUNT TOTAL	2,150.68	.00	2,150.68
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1590		11/23 AP		04/17/23	0398580	BAKER & TAYLOR BOOKS	854.08		04/26/23
						YOUTH BOOKS			
1590		11/23 AP		04/13/23	0398580	BAKER & TAYLOR BOOKS	298.59		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		04/11/23	0398580	BAKER & TAYLOR BOOKS	123.40		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		04/10/23	0398580	BAKER & TAYLOR BOOKS	115.62		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		04/06/23	0398580	BAKER & TAYLOR BOOKS	82.33		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		04/03/23	0398580	BAKER & TAYLOR BOOKS	1,504.98		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		04/03/23	0398580	BAKER & TAYLOR BOOKS	106.67		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		03/30/23	0398580	BAKER & TAYLOR BOOKS	72.98		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		03/27/23	0398580	BAKER & TAYLOR BOOKS	102.50		04/26/23
						YOUTH BOOKS			
1590		11/23 AP		03/27/23	0398592	MCCANN, LINDA	20.00		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		03/24/23	0398580	BAKER & TAYLOR BOOKS	607.74		04/26/23
						YOUTH BOOKS			
1588		11/23 AP		03/21/23	0398586	EDUCATIONAL DEVELOPMENT CORPO	14.99		04/26/23
						YOUTH BOOKS			
						ACCOUNT TOTAL	3,903.88	.00	3,903.88
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1588		11/23 AP		04/10/23	0398580	BAKER & TAYLOR BOOKS	93.63		04/26/23
						LARGE PRINT BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-23						MISCELLANEOUS SERVICES / LARGE PRINT BOOKS			continued
1588		11/23	AP	04/06/23	0398580	BAKER & TAYLOR BOOKS	38.99		04/26/23
						LARGE PRINT BOOKS			
1588		11/23	AP	04/01/23	0398584	CENTER POINT LARGE PRINT	49.14		04/26/23
						LARGE PRINT BOOKS			
1588		11/23	AP	03/30/23	0398580	BAKER & TAYLOR BOOKS	89.58		04/26/23
						LARGE PRINT BOOKS			
1588		11/23	AP	03/27/23	0398580	BAKER & TAYLOR BOOKS	17.40		04/26/23
						LARGE PRINT BOOKS			
						ACCOUNT TOTAL	288.74	.00	288.74
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
1588		11/23	AP	03/31/23	0398581	BAKER & TAYLOR ENTERTAINMENT	15.28		04/26/23
						ADULT CD MUSIC			
1588		11/23	AP	03/30/23	0398581	BAKER & TAYLOR ENTERTAINMENT	11.88		04/26/23
						ADULT CD MUSIC			
1588		11/23	AP	03/27/23	0398580	BAKER & TAYLOR BOOKS	25.84		04/26/23
						ADULT CD BOOKS			
						ACCOUNT TOTAL	53.00	.00	53.00
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
1590		11/23	AP	04/14/23	0398581	BAKER & TAYLOR ENTERTAINMENT	150.42		04/26/23
						ADULT VIDEOS			
1590		11/23	AP	04/14/23	0398581	BAKER & TAYLOR ENTERTAINMENT	55.97		04/26/23
						ADULT VIDEOS			
1588		11/23	AP	04/07/23	0398581	BAKER & TAYLOR ENTERTAINMENT	18.19		04/26/23
						ADULT VIDEOS			
1588		11/23	AP	04/05/23	0398581	BAKER & TAYLOR ENTERTAINMENT	309.22		04/26/23
						ADULT VIDEOS			
1588		11/23	AP	03/30/23	0398581	BAKER & TAYLOR ENTERTAINMENT	188.18		04/26/23
						ADULT VIDEOS			
						ACCOUNT TOTAL	721.98	.00	721.98
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
1588		11/23	AP	03/24/23	0398580	BAKER & TAYLOR BOOKS	23.09		04/26/23
						YOUTH CD BOOKS			
						ACCOUNT TOTAL	23.09	.00	23.09
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
1588		11/23	AP	03/30/23	0398593	MIDWEST TAPE, LLC	36.74		04/26/23
						YOUTH VIDEOS			
						ACCOUNT TOTAL	36.74	.00	36.74

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FUND 101 GENERAL FUND									
101-1061-423.89-37						MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO			
1588		11/23 AP		04/11/23	0398580	BAKER & TAYLOR BOOKS	30.79		04/26/23
						YOUNG ADULT CD BOOKS			
1588		11/23 AP		03/23/23	0398598	PLAYAWAY PRODUCTS	243.71		04/26/23
						YOUNG ADULT PLAYAWAYS			
ACCOUNT TOTAL							274.50	.00	274.50
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1590		11/23 AP		04/18/23	0398597	OVERDRIVE, INC.	165.49		04/26/23
						ADULT E-BOOKS			
1590		11/23 AP		04/18/23	0398597	OVERDRIVE, INC.	59.99		04/26/23
						ADULT AUDIO BOOKS			
1590		11/23 AP		04/17/23	0398597	OVERDRIVE, INC.	47.50		04/26/23
						ADULT AUDIO BOOKS			
1590		11/23 AP		04/17/23	0398597	OVERDRIVE, INC.	27.50		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/11/23	0398597	OVERDRIVE, INC.	72.50		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/10/23	0398597	OVERDRIVE, INC.	123.49		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/10/23	0398597	OVERDRIVE, INC.	98.25		04/26/23
						ADULT AUDIO BOOKS			
1588		11/23 AP		04/10/23	0398597	OVERDRIVE, INC.	125.38		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/10/23	0398597	OVERDRIVE, INC.	54.99		04/26/23
						ADULT AUDIO BOOKS			
1588		11/23 AP		04/04/23	0398597	OVERDRIVE, INC.	55.00		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/04/23	0398597	OVERDRIVE, INC.	92.49		04/26/23
						ADULT AUDIO BOOKS			
1588		11/23 AP		04/03/23	0398597	OVERDRIVE, INC.	139.74		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		04/03/23	0398597	OVERDRIVE, INC.	327.92		04/26/23
						ADULT AUDIO BOOKS			
1588		11/23 AP		03/31/23	0398597	OVERDRIVE, INC.	119.99		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		03/31/23	0398597	OVERDRIVE, INC.	289.54		04/26/23
						ADULT AUDIO BOOKS			
1588		11/23 AP		03/31/23	0398597	OVERDRIVE, INC.	204.06		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		03/28/23	0398597	OVERDRIVE, INC.	59.99		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		03/28/23	0398597	OVERDRIVE, INC.	20.99		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		03/26/23	0398597	OVERDRIVE, INC.	448.42		04/26/23
						ADULT E-BOOKS			
1588		11/23 AP		03/26/23	0398597	OVERDRIVE, INC.	138.23		04/26/23
						ADULT AUDIO BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued			
ACCOUNT TOTAL							2,671.46	.00	2,671.46
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS									
1588		11/23 AP		04/11/23	0398597	OVERDRIVE, INC.	85.97		04/26/23
YOUNG ADULT E-BOOKS									
1588		11/23 AP		04/11/23	0398597	OVERDRIVE, INC.	229.98		04/26/23
YOUNG ADULT AUDIO BOOKS									
ACCOUNT TOTAL							315.95	.00	315.95
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS									
1590		11/23 AP		04/13/23	0398597	OVERDRIVE, INC.	314.14		04/26/23
YOUTH E-BOOKS									
1590		11/23 AP		04/13/23	0398597	OVERDRIVE, INC.	327.00		04/26/23
YOUTH AUDIO BOOKS									
ACCOUNT TOTAL							641.14	.00	641.14
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	22.00		05/01/23
RCD:RESOLUTION #23,125									
CF STORAGE									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	22.00		05/01/23
RCD:RESOLUTION #23,127									
CF STORAGE									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	22.00		05/01/23
RCD:MIN.ASSMNT.AGREEMENT									
CF STORAGE									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	17.00		05/01/23
RCD:MEMO.AGRMT-CF STORAGE									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	12.00		05/01/23
RCD:DEED W/OUT WARRANTY									
CF STORAGE									
1821		11/23 AP		04/28/23	0398559	BLACK HAWK CO.RECORDER	5.00		05/01/23
RCD:DEED FEE-CF STORAGE									
1798		10/23 AP		04/26/23	0398547	BLACK HAWK CO.RECORDER	57.00		04/27/23
RCD: RESOLUTION #23,004									
1798		10/23 AP		04/26/23	0398547	BLACK HAWK CO.RECORDER	52.00		04/27/23
RCD: RESOLUTION #23,006									
ACCOUNT TOTAL							209.00	.00	209.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
1862		11/23 AP		04/15/23	0398605	CEDAR FALLS UTILITIES	62.74		05/05/23
UTILITIES THRU 04/15/23									
1742		10/23 AP		04/03/23	0006829	PROFESSIONAL SOLUTIONS	67.35		05/01/23
MARCH CREDIT CARD FEES									
ACCOUNT TOTAL							130.09	.00	130.09

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FUND 101 GENERAL FUND										
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS				
1798		10/23 AP		04/26/23	0398551	FAMILY MANAGEMENT	52.00			04/27/23
						REFUND-RECORDING FEES				
1798		10/23 AP		04/26/23	0398550	EPM IOWA, LLC	52.00			04/27/23
						REFUND-RECORDING FEES				
						ACCOUNT TOTAL	104.00	.00		104.00
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1798		10/23 AP		04/20/23	0398549	COMMUNITY MAIN STREET	15.00			04/27/23
						ANNUAL MEETING & LUNCH				
						ACCOUNT TOTAL	15.00	.00		15.00
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	500.00			05/01/23
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	500.00	.00		500.00
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1742		10/23 AP		04/03/23	0006833	PROFESSIONAL SOLUTIONS	1,118.78			05/01/23
						MARCH CREDIT CARD FEES				
1742		10/23 AP		04/03/23	0006834	PROFESSIONAL SOLUTIONS	1,294.10			05/01/23
						MARCH CREDIT CARD FEES				
						ACCOUNT TOTAL	2,412.88	.00		2,412.88
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1742		10/23 AP		04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	4.58			05/01/23
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	4.58	.00		4.58
101-2253-423.85-01 UTILITIES / UTILITIES										
1862		11/23 AP		04/15/23	0398605	CEDAR FALLS UTILITIES	152.72			05/05/23
						UTILITIES THRU 04/15/23				
						ACCOUNT TOTAL	152.72	.00		152.72
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1862		11/23 AP		03/30/23	0398606	VALERIE SHOWMAN	36.00			05/05/23
						REFUND-DOUBLE CHARGED				
						SWIM LESS./REISSUE#398471				
						ACCOUNT TOTAL	36.00	.00		36.00

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FUND 101 GENERAL FUND										
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1742		10/23	AP	04/03/23	0006836	PROFESSIONAL SOLUTIONS	6.95		05/01/23	
		MARCH CREDIT CARD FEES								
1742		10/23	AP	04/03/23	0006837	PROFESSIONAL SOLUTIONS	6.95		05/01/23	
		MARCH CREDIT CARD FEES								
1742		10/23	AP	04/03/23	0006839	PROFESSIONAL SOLUTIONS	992.54		05/01/23	
		MARCH CREDIT CARD FEES								
1742		10/23	AP	04/03/23	0006830	PROFESSIONAL SOLUTIONS	789.38		05/01/23	
		MARCH CREDIT CARD FEES								
		ACCOUNT TOTAL						1,795.82	.00	1,795.82
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS										
1842		11/23	AP	05/02/23	0398565	FRIENDS OF THE HEARST APRIL MEMBERSHIPS	600.00		05/03/23	
		ACCOUNT TOTAL						600.00	.00	600.00
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1798		10/23	AP	04/25/23	0398548	COLLEGE HILL PARTNERSHIP	500.00		04/27/23	
		REFUND-SECURITY DEPOSIT								
1783		10/23	AP	03/29/23	0398469	THRIVENT FINANCIAL		250.00	04/26/23	
		VOID CK-PD WRONG VENDOR REFUND-SECURITY DEPOSIT								
		ACCOUNT TOTAL						500.00	250.00	250.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1742		10/23	AP	04/11/23	0006800	CLOVER APP	12.66		05/01/23	
		MERCHANT SUBSCRIPTION FEE								
1742		10/23	AP	04/03/23	0006831	PROFESSIONAL SOLUTIONS	82.01		05/01/23	
		MARCH CREDIT CARD FEES								
1742		10/23	AP	04/03/23	0006827	PROFESSIONAL SOLUTIONS	11.90		05/01/23	
		MARCH CREDIT CARD FEES								
1742		10/23	AP	04/03/23	0006830	PROFESSIONAL SOLUTIONS	54.32		05/01/23	
		MARCH CREDIT CARD FEES								
		ACCOUNT TOTAL						160.89	.00	160.89
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1742		10/23	AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	19.80		05/01/23	
		HEALTH INS REIMBURSEMENT								
1742		10/23	AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	500.00		05/01/23	
		HEALTH INS REIMBURSEMENT								
		ACCOUNT TOTAL						519.80	.00	519.80

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FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1778		10/23	AP	04/14/23	0398545	ZOLONDEK, JOHN	161.00			04/25/23
						RMB:MEALS-HAZMAT TRAINING WATERLOO				
						ACCOUNT TOTAL	161.00	.00	161.00	
101-4511-414.85-01 UTILITIES / UTILITIES										
1862		11/23	AP	04/15/23	0398605	CEDAR FALLS UTILITIES	362.82			05/05/23
						UTILITIES THRU 04/15/23				
						ACCOUNT TOTAL	362.82	.00	362.82	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1742		10/23	AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	139.70			05/01/23
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	139.70	.00	139.70	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1862		11/23	AP	04/15/23	0398605	CEDAR FALLS UTILITIES	42.96			05/05/23
						UTILITIES THRU 04/15/23				
1742		10/23	AP	04/03/23	0006828	PROFESSIONAL SOLUTIONS	16.15			05/01/23
						MARCH CREDIT CARD FEES				
						ACCOUNT TOTAL	59.11	.00	59.11	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1778		10/23	AP	04/10/23	0398544	U.S. CELLULAR	94.32			04/25/23
						COVERT CAMERA CELL PLAN 04/09-05/08/23				
						ACCOUNT TOTAL	94.32	.00	94.32	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1842		11/23	AP	03/22/23	0398566	GERZEMA, JONATHAN	144.99			05/03/23
						RMB:OPT.EQUIP.-EAR PIECE N-EAR.COM				
						ACCOUNT TOTAL	144.99	.00	144.99	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
1842		11/23	AP	03/20/23	0398564	BUCK, MATT	48.29			05/03/23
						RMB:OPT.EQUIP.-TACO POUCH OPTICS PLANET				
						ACCOUNT TOTAL	48.29	.00	48.29	

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FUND 101 GENERAL FUND										
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1862		11/23 AP		04/27/23	0398604	BALTES, THOMAS	49.67		05/05/23	
						RMB:MEALS-ADV.TRAFF.STOPS WATERLOO				
1862		11/23 AP		04/24/23	0398604	BALTES, THOMAS	29.58		05/05/23	
						RMB:MEALS-MT.MERCY JOB FAIR;CR/RYAN & BALTES				
						ACCOUNT TOTAL	79.25	.00	79.25	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1842		11/23 AP		04/28/23	0398567	HAISET, MICHAEL	96.30		05/03/23	
						RMB:UNIFORM ALLOWANCE SCHEELS				
1842		11/23 AP		04/23/23	0398563	BELZ, MATTHEW	64.17		05/03/23	
						RMB:UNIFORM ALLOWANCE KOHL'S				
1842		11/23 AP		04/21/23	0398577	ZIKUDA, HANNA	36.27		05/03/23	
						RMB:UNIFORM ALLOWANCE UNDER ARMOUR				
1842		11/23 AP		04/12/23	0398574	RYAN, CAITLIN	160.50		05/03/23	
						RMB:UNIFORM ALLOWANCE 5.11TACTICAL.COM				
1842		11/23 AP		04/12/23	0398572	MERCADO, JAVIER	59.90		05/03/23	
						RMB:UNIFORM ALLOWANCE TARGET				
1842		11/23 AP		04/11/23	0398575	SCHULTZEN, ETHAN	12.00		05/03/23	
						RMB:UNIFORM ALLOWANCE COVER-ALL EMBROIDERY				
1842		11/23 AP		04/08/23	0398577	ZIKUDA, HANNA	47.08		05/03/23	
						RMB:UNIFORM ALLOWANCE SCHEELS				
1842		11/23 AP		04/08/23	0398576	SHAFER, SAM	133.75		05/03/23	
						RMB:UNIFORM ALLOWANCE BROWN'S SHOE FIT COMPANY				
1842		11/23 AP		04/06/23	0398568	HERNANDEZ, KEVIN	28.49		05/03/23	
						RMB:UNIFORM ALLOWANCE KOHL'S				
1842		11/23 AP		04/06/23	0398569	HEUER, BROOKE	13.89		05/03/23	
						RMB:UNIFORM ALLOWANCE SAM'S CLUB				
1842		11/23 AP		03/30/23	0398573	PURDY, TROY	110.54		05/03/23	
						RMB:UNIFORM ALLOWANCE GOVX.COM				
1842		11/23 AP		03/28/23	0398571	LUCK, ASHLEY	181.03		05/03/23	
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS				
1842		11/23 AP		03/22/23	0398561	ANDERSEN, ZACH	53.03		05/03/23	
						RMB:UNIFORM ALLOWANCE GALLS				
1842		11/23 AP		03/21/23	0398570	HOFFA, HANNAH	192.60		05/03/23	
						RMB:UNIFORM ALLOWANCE 5.11TACTICAL.COM				
1842		11/23 AP		03/19/23	0398568	HERNANDEZ, KEVIN	67.41		05/03/23	
						RMB:UNIFORM ALLOWANCE VANS.COM				
						ACCOUNT TOTAL	1,256.96	.00	1,256.96	
101-6613-433.85-01 UTILITIES / UTILITIES										
1862		11/23 AP		04/15/23	0398605	CEDAR FALLS UTILITIES	636.55		05/05/23	
						UTILITIES THRU 04/15/23				
						ACCOUNT TOTAL	636.55	.00	636.55	

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FUND 101 GENERAL FUND									
101-6623-423.85-01				11/23 AP 04/15/23	0398605	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	319.25		05/05/23
1862				UTILITIES THRU 04/15/23					
				ACCOUNT TOTAL			319.25	.00	319.25
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
101-6625-432.64-02				10/23 AP 04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	521.50		05/01/23
1742				ACCOUNT TOTAL			521.50	.00	521.50
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
101-6625-432.72-60				10/23 AP 04/17/23	0398537	FOULK, BRAD FLEET FARM;PO# 56839	171.15		04/25/23
1778				ACCOUNT TOTAL			171.15	.00	171.15
101-6633-423.85-01 UTILITIES / UTILITIES									
101-6633-423.85-01				11/23 AP 04/15/23	0398605	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	919.97		05/05/23
1862				ACCOUNT TOTAL			919.97	.00	919.97
				FUND TOTAL			47,877.28	250.00	47,627.28
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02				10/23 AP 04/14/23	0006822	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	47.52		05/01/23
1742				ACCOUNT TOTAL			47.52	.00	47.52
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
206-6637-436.72-56				11/23 AP 04/15/23	0398605	OPERATING SUPPLIES / FLOOD CONTROL CEDAR FALLS UTILITIES	146.29		05/05/23
1862				ACCOUNT TOTAL			146.29	.00	146.29
206-6647-436.85-01 UTILITIES / UTILITIES									
206-6647-436.85-01				11/23 AP 04/15/23	0398605	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	1,336.93		05/05/23
1862				ACCOUNT TOTAL			1,336.93		05/05/23

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.85-01 UTILITIES / UTILITIES							continued			
ACCOUNT TOTAL							1,336.93	.00	1,336.93	
FUND TOTAL							1,530.74	.00	1,530.74	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
1810		11/23 AP		05/01/23	0039346	BAUCH, JAMES C	460.00			04/28/23
						HAP_Lewis H 052023				
1810		11/23 AP		05/01/23	0039393	RINNELS, DOUGLAS G.	282.00			04/28/23
						HAP_Wierck L 052023				
1810		11/23 AP		05/01/23	0039354	CHESTNUT, SHAWN	489.00			04/28/23
						HAP_Chestnut N 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	305.00			04/28/23
						HAP_Poldberg J 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	412.00			04/28/23
						HAP_Myers J 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	374.00			04/28/23
						HAP_Nissen A 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	78.00			04/28/23
						HAP_Anderson B 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	403.00			04/28/23
						HAP_Blake M 052023				
1810		11/23 AP		05/01/23	0039362	EXCEPTIONAL PERSONS, INC.	105.00			04/28/23
						HAP_Houdek C 052023				
1810		11/23 AP		05/01/23	0039368	GOLD FALLS VILLA	455.00			04/28/23
						HAP_Shuman J 052023				
1810		11/23 AP		05/01/23	0039368	GOLD FALLS VILLA	422.00			04/28/23
						HAP_Redmond D 052023				
1810		11/23 AP		05/01/23	0039365	GEELAN, JOSEPH N.	380.00			04/28/23
						HAP_Juhl A 052023				
1810		11/23 AP		05/01/23	0039365	GEELAN, JOSEPH N.	349.00			04/28/23
						HAP_Becker T 052023				
1810		11/23 AP		05/01/23	0039370	GRAY, LEROY L. OR CAROLYN K.	800.00			04/28/23
						HAP_Mullins J 052023				
1810		11/23 AP		05/01/23	0039344	BARTELT PROPERTIES L.C.	553.00			04/28/23
						HAP_Woodward C 052023				
1810		11/23 AP		05/01/23	0039344	BARTELT PROPERTIES L.C.	1,055.00			04/28/23
						HAP_Avino G 052023				
1810		11/23 AP		05/01/23	0039344	BARTELT PROPERTIES L.C.	550.00			04/28/23
						HAP_Luck L 052023				
1810		11/23 AP		05/01/23	0039359	EDGE MANAGEMENT GROUP, LLC	882.00			04/28/23
						HAP_Young C 052023				
1810		11/23 AP		05/01/23	0039403	VALDIVIA, OSCAR J.	1,049.00			04/28/23
						HAP_Davis C 052023				

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued		
1810		11/23 AP		05/01/23	0039406 WILKEN PROPERTIES, LLC	727.00		04/28/23
		HAP_Barfels K 052023						
1810		11/23 AP		05/01/23	0039391 PURDY PROPERTIES, LLC	933.00		04/28/23
		HAP_Cummings A 052023						
1810		11/23 AP		05/01/23	0039347 BETH N BROS LLC	808.00		04/28/23
		HAP_Beaman D 052023						
1810		11/23 AP		05/01/23	0039357 D & J PROPERTIES	495.00		04/28/23
		HAP_Grant F 052023						
1810		11/23 AP		05/01/23	0039357 D & J PROPERTIES	297.00		04/28/23
		HAP_Rogers S 052023						
1810		11/23 AP		05/01/23	0039357 D & J PROPERTIES	599.00		04/28/23
		HAP_Sumerall T 052023						
1810		11/23 AP		05/01/23	0039357 D & J PROPERTIES	700.00		04/28/23
		HAP_Redd S 052023						
1810		11/23 AP		05/01/23	0039357 D & J PROPERTIES	783.00		04/28/23
		HAP_Terry M 052023						
1810		11/23 AP		05/01/23	0039396 STANDARD FAMILY ASSIST.LIVING	248.00		04/28/23
		HAP_Refshauge T 052023						
1810		11/23 AP		05/01/23	0039351 CEDAR APARTMENTS LLC	290.00		04/28/23
		HAP_Groskurth D 052023						
1810		11/23 AP		05/01/23	0039351 CEDAR APARTMENTS LLC	110.00		04/28/23
		HAP_Becerra C 052023						
1810		11/23 AP		05/01/23	0039399 SWEETING, LARRY	753.00		04/28/23
		HAP_Schumacher D 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	503.00		04/28/23
		HAP_Stegen R 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	193.00		04/28/23
		HAP_Stock M 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	222.00		04/28/23
		HAP_Wray M 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	436.00		04/28/23
		HAP_Greene L 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	489.00		04/28/23
		HAP_Howe J 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	396.00		04/28/23
		HAP_Hayden J 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	29.00		04/28/23
		HAP_Lenz J 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	346.00		04/28/23
		HAP_Shelton S 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	105.00		04/28/23
		HAP_Brown J 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	143.00		04/28/23
		HAP_Garvis C 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	426.00		04/28/23
		HAP_wright S 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	525.00		04/28/23
		HAP_Graves D 052023						
1810		11/23 AP		05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	182.00		04/28/23

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS,ASSIST PMTS-OCCUPIED						continued		
					HAP Ford M 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	518.00		04/28/23
					HAP Henning S 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	391.00		04/28/23
					HAP Mackie N 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	108.00		04/28/23
					HAP Friedrich D 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	483.00		04/28/23
					HAP Strickland L 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	262.00		04/28/23
					HAP Martin H 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	196.00		04/28/23
					HAP Wright S 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	238.00		04/28/23
					HAP Matthias L 052023			
1810				11/23 AP 05/01/23	0039402 THUNDER RIDGE SR.APARTMENTS L	473.00		04/28/23
					HAP Lebahn B 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	453.00		04/28/23
					HAP Nelson B 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	289.00		04/28/23
					HAP Ford D 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	569.00		04/28/23
					HAP Ducharme T 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	461.00		04/28/23
					HAP Swartley J 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	374.00		04/28/23
					HAP Cameron J 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	435.00		04/28/23
					HAP Clark T 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	461.00		04/28/23
					HAP Moore D 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	338.00		04/28/23
					HAP Greene D 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	220.00		04/28/23
					HAP Bradley J 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	217.00		04/28/23
					HAP Porter J 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	171.00		04/28/23
					HAP Dixon S 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	467.00		04/28/23
					HAP Prior L 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	240.00		04/28/23
					HAP Aswegan J 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	215.00		04/28/23
					HAP Havlik C 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	427.00		04/28/23
					HAP Temple S 052023			
1810				11/23 AP 05/01/23	0039404 VILLAGE I AT NINE23 APARTMENT	540.00		04/28/23
					HAP Henderson D 052023			

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1810				11/23	AP 05/01/23 0039404	VILLAGE I AT NINE23 APARTMENT	435.00			04/28/23
					HAP Gordon Jr. T 052023					
1810				11/23	AP 05/01/23 0039404	VILLAGE I AT NINE23 APARTMENT	492.00			04/28/23
					HAP Smith T 052023					
1810				11/23	AP 05/01/23 0039404	VILLAGE I AT NINE23 APARTMENT	201.00			04/28/23
					HAP Vaughn S 052023					
1810				11/23	AP 05/01/23 0039404	VILLAGE I AT NINE23 APARTMENT	438.00			04/28/23
					HAP Redd A 052023					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	36.00			04/28/23
					Prior 5694286669					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	155.00			04/28/23
					Bracelly 9823574708					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	127.00			04/28/23
					Boehmer 0827605626					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	78.00			04/28/23
					BALM 4535924167					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	21.00			04/28/23
					Guzzle 7174748062					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	43.00			04/28/23
					Jurries 7681775462					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	69.00			04/28/23
					Rule 9816666531					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	123.00			04/28/23
					Barnes 7598128389					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	145.00			04/28/23
					Mullins 9837918987					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	75.00			04/28/23
					Clinton 4729040291					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	77.00			04/28/23
					Willis 3757004386					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	103.00			04/28/23
					Redd 1307731360					
1810				11/23	AP 05/01/23 0039352	CEDAR FALLS UTILITIES-SEC.8	173.00			04/28/23
					Davis 1373345676					
1810				11/23	AP 05/01/23 0039383	MALBEC PROPERTIES, LLC	442.00			04/28/23
					HAP Himes G 052023					
1810				11/23	AP 05/01/23 0039383	MALBEC PROPERTIES, LLC	362.00			04/28/23
					HAP Smith T 052023					
1810				11/23	AP 05/01/23 0039383	MALBEC PROPERTIES, LLC	459.00			04/28/23
					HAP Halterman A 052023					
1810				11/23	AP 05/01/23 0039383	MALBEC PROPERTIES, LLC	492.00			04/28/23
					HAP Hepker D 052023					
1810				11/23	AP 05/01/23 0039355	CHRISTOPHERSON RENTALS	631.00			04/28/23
					HAP Ricks F 052023					
1810				11/23	AP 05/01/23 0039355	CHRISTOPHERSON RENTALS	779.00			04/28/23
					HAP Hoffert J 052023					
1810				11/23	AP 05/01/23 0039355	CHRISTOPHERSON RENTALS	667.00			04/28/23
					HAP Dyer A 052023					
1810				11/23	AP 05/01/23 0039355	CHRISTOPHERSON RENTALS	344.00			04/28/23

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
					HAP Davis K 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	575.00		04/28/23
					HAP Hunt M 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	171.00		04/28/23
					HAP Sherwood S 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	300.00		04/28/23
					HAP Keys A 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	124.00		04/28/23
					HAP Hall T 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	572.00		04/28/23
					HAP Williams L 052023			
1810				11/23 AP 05/01/23	0039355 CHRISTOPHERSON RENTALS	398.00		04/28/23
					HAP Lam C 052023			
1810				11/23 AP 05/01/23	0039390 PETERSEN, RANDEL	904.00		04/28/23
					HAP Brown S 052023			
1810				11/23 AP 05/01/23	0039386 MHP 2216 LINCOLN STREET, LLC	464.00		04/28/23
					HAP Wilder S 052023			
1810				11/23 AP 05/01/23	0039386 MHP 2216 LINCOLN STREET, LLC	595.00		04/28/23
					HAP Rule S 052023			
1810				11/23 AP 05/01/23	0039386 MHP 2216 LINCOLN STREET, LLC	308.00		04/28/23
					HAP Cochran S 052023			
1810				11/23 AP 05/01/23	0039386 MHP 2216 LINCOLN STREET, LLC	323.00		04/28/23
					HAP Jones T 052023			
1810				11/23 AP 05/01/23	0039367 GLEESON II, JAMES G.	800.00		04/28/23
					HAP Prior D 052023			
1810				11/23 AP 05/01/23	0039367 GLEESON II, JAMES G.	722.00		04/28/23
					HAP Lange S 052023			
1810				11/23 AP 05/01/23	0039361 EPM IOWA	652.00		04/28/23
					HAP Thompson T 052023			
1810				11/23 AP 05/01/23	0039358 DC MANAGEMENT, LLC	730.00		04/28/23
					HAP Strickland S 052023			
1810				11/23 AP 05/01/23	0039382 LEGACY RESIDENTIAL	532.00		04/28/23
					HAP Ross Z 052023			
1810				11/23 AP 05/01/23	0039388 OWL INVESTMENTS, LLC	544.00		04/28/23
					HAP Schroeder S 052023			
1810				11/23 AP 05/01/23	0039356 CRESCENT CONDOMINIUMS, LLC	494.00		04/28/23
					HAP Lohr K 052023			
1810				11/23 AP 05/01/23	0039372 HARRINGTON'S RENTAL LLC	620.00		04/28/23
					HAP Larronda E 052023			
1810				11/23 AP 05/01/23	0039363 FERNHOLZ, KARI L.	794.00		04/28/23
					HAP Carlton D 052023			
1810				11/23 AP 05/01/23	0039394 ROGERS, DERICK	1,200.00		04/28/23
					HAP Santiago-Lebro 052023			
1810				11/23 AP 05/01/23	0039394 ROGERS, DERICK	792.00		04/28/23
					HAP Sherwood J 052023			
1810				11/23 AP 05/01/23	0039377 KAI, BRENT	251.00		04/28/23
					HAP Hamilton T 052023			
1810				11/23 AP 05/01/23	0039395 STAND FIRM PROPERTIES LLC	559.00		04/28/23
					HAP Rousseau G 052023			

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued		
1810				11/23 AP 05/01/23	0039395 STAND FIRM PROPERTIES LLC	380.00		04/28/23
					HAP_Hodge G 052023			
1810				11/23 AP 05/01/23	0039409 WYMORE, LARRY R.	341.00		04/28/23
					HAP_MOFFETT J 052023			
1810				11/23 AP 05/01/23	0039409 WYMORE, LARRY R.	171.00		04/28/23
					HAP_Steinkamp K 052023			
1810				11/23 AP 05/01/23	0039408 WINGSB, LLC	408.00		04/28/23
					HAP_Johnson A 052023			
1810				11/23 AP 05/01/23	0039376 JLL EXTENDED STAY INN	328.00		04/28/23
					HAP_Moore E 052023			
1810				11/23 AP 05/01/23	0039376 JLL EXTENDED STAY INN	173.00		04/28/23
					HAP_Zanders D 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	367.00		04/28/23
					HAP_Wilson J 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	430.00		04/28/23
					HAP_Billman D 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	429.00		04/28/23
					HAP_Cruise B 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	444.00		04/28/23
					HAP_Garrigus S 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	19.00		04/28/23
					HAP_Hoodjer S 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	430.00		04/28/23
					HAP_Lam K 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	265.00		04/28/23
					HAP_O'dell J 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	600.00		04/28/23
					HAP_BALM D 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	434.00		04/28/23
					HAP_Humphrey E 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	324.00		04/28/23
					HAP_O'Brien N 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	340.00		04/28/23
					HAP_Saccento J 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	34.00		04/28/23
					HAP_Rogers E 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	464.00		04/28/23
					HAP_Harken G 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	325.00		04/28/23
					HAP_Harmon A 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	551.00		04/28/23
					HAP_Levry S 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	352.00		04/28/23
					HAP_Dzapo S 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	466.00		04/28/23
					HAP_Haug K 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	417.00		04/28/23
					HAP_Loffredo C 052023			
1810				11/23 AP 05/01/23	0039405 VILLAGE II AT NINE23 APARTMEN	351.00		04/28/23

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FUND 217 SECTION 8 HOUSING FUND										
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						HAP_Nielsen J 052023				
1810		11/23 AP		05/01/23	0039405	VILLAGE II AT NINE23 APARTMEN	566.00			04/28/23
						HAP_Lane S 052023				
1810		11/23 AP		05/01/23	0039405	VILLAGE II AT NINE23 APARTMEN	745.00			04/28/23
						HAP_Willlis C 052023				
1810		11/23 AP		05/01/23	0039373	HOUSING AUTHORITY OF JOLIET	1,078.00			04/28/23
						HAP_Wilson Q 052023				
1810		11/23 AP		05/01/23	0039373	HOUSING AUTHORITY OF JOLIET	2,079.00			04/28/23
						HAP_Payne I 052023				
1810		11/23 AP		05/01/23	0039374	HOWARD, BRAD	797.00			04/28/23
						HAP_Thrower M 052023				
1810		11/23 AP		05/01/23	0039381	KREMER PROPERTIES LLC	124.00			04/28/23
						HAP_Mulanax W 052023				
1810		11/23 AP		05/01/23	0039380	KRAAYENBRINK, RANDY L.	829.00			04/28/23
						HAP_Ewing J 052023				
1810		11/23 AP		05/01/23	0039392	R & R RENTAL PROPERTIES, LLC	489.00			04/28/23
						HAP_Stewart J 052023				
1810		11/23 AP		05/01/23	0039348	BUTLER, MICHAEL	545.00			04/28/23
						HAP_Cochran C 052023				
1810		11/23 AP		05/01/23	0039371	HAGEDORN, JEREMIAH	818.00			04/28/23
						HAP_Gottfried L 052023				
1810		11/23 AP		05/01/23	0039371	HAGEDORN, JEREMIAH	950.00			04/28/23
						HAP_Clinton A 052023				
1810		11/23 AP		05/01/23	0039398	SUNRISE PROPERTIES LLC	285.00			04/28/23
						HAP_Lake L 052023				
1810		11/23 AP		05/01/23	0039369	GOV, LLC	1,100.00			04/28/23
						HAP_Guzzle T 052023				
1810		11/23 AP		05/01/23	0039350	CARL ERICSON	660.00			04/28/23
						HAP_Cooper L 052023				
1810		11/23 AP		05/01/23	0039350	CARL ERICSON	820.00			04/28/23
						HAP_Lechr K 052023				
1810		11/23 AP		05/01/23	0039350	CARL ERICSON	941.00			04/28/23
						HAP_Burk B 052023				
1810		11/23 AP		05/01/23	0039389	PANHWAR, ABDUL	17.00			04/28/23
						HAP_Mussman C 052023				
1810		11/23 AP		05/01/23	0039379	KIDWELL, STEVE	460.00			04/28/23
						HAP_Tomlyanovich C 052023				
1810		11/23 AP		05/01/23	0039407	WINGERT, BRIAN	358.00			04/28/23
						HAP_Holden K 052023				
1810		11/23 AP		05/01/23	0039397	STEIN INVESTMENTS, LLC	512.00			04/28/23
						HAP_Gordon A 052023				
1810		11/23 AP		05/01/23	0039387	OAKVIEW PROPERTIES LLC	1,000.00			04/28/23
						HAP_Jurries P 052023				
1810		11/23 AP		05/01/23	0039353	CEDAR VALLEY LIVING LLC	306.00			04/28/23
						HAP_Bachman K 052023				
1810		11/23 AP		05/01/23	0039353	CEDAR VALLEY LIVING LLC	208.00			04/28/23
						HAP_White L 052023				
1810		11/23 AP		05/01/23	0039401	THIRD AVE PLACE LLC	895.00			04/28/23
						HAP_Boehmer R 052023				

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FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued					
1810		11/23 AP		05/01/23	0039378	KELLY PROPERTY INVESTMENTS LL	245.00			04/28/23	
		HAP_Clayton R 052023									
1810		11/23 AP		05/01/23	0039385	MCKERNAN, PAMELA	294.00			04/28/23	
		HAP_Buchanan J 052023									
1810		11/23 AP		05/01/23	0039384	MCH INVESTMENTS LLC	486.00			04/28/23	
		HAP_Langel A 052023									
1810		11/23 AP		05/01/23	0039384	MCH INVESTMENTS LLC	420.00			04/28/23	
		HAP_Barr G 052023									
1810		11/23 AP		05/01/23	0039360	ELMCREST ESTATES, L.C.	529.00			04/28/23	
		HAP_Davis D 052023									
1810		11/23 AP		05/01/23	0039364	G P MANAGEMENT LLC	396.00			04/28/23	
		HAP_Wenzel J 052023									
1810		11/23 AP		05/01/23	0039400	T.J.J.C. L.L.C.	204.00			04/28/23	
		HAP_Hornback K 052023									
1810		11/23 AP		05/01/23	0039400	T.J.J.C. L.L.C.	675.00			04/28/23	
		HAP_Bracelley J 052023									
1810		11/23 AP		05/01/23	0039400	T.J.J.C. L.L.C.	274.00			04/28/23	
		HAP_Dornbrock M 052023									
1810		11/23 AP		05/01/23	0039400	T.J.J.C. L.L.C.	327.00			04/28/23	
		HAP_Beck D 052023									
1810		11/23 AP		05/01/23	0039400	T.J.J.C. L.L.C.	432.00			04/28/23	
		HAP_Fruchtenicht J 052023									
1810		11/23 AP		05/01/23	0039366	GERDES III, BENJAMIN P.	882.00			04/28/23	
		HAP_Orgell A 052023									
1810		11/23 AP		05/01/23	0039366	GERDES III, BENJAMIN P.	257.00			04/28/23	
		HAP_Allessi S 052023									
1810		11/23 AP		05/01/23	0039366	GERDES III, BENJAMIN P.	1,600.00			04/28/23	
		HAP_Barnes A 052023									
1810		11/23 AP		05/01/23	0039375	J & A PROPERTIES	943.00			04/28/23	
		HAP_Lowe L 052023									
1810		11/23 AP		05/01/23	0039345	BARTELT RENTALS L.C.	964.00			04/28/23	
		HAP_Woods N 052023									
1810		11/23 AP		05/01/23	0039345	BARTELT RENTALS L.C.	523.00			04/28/23	
		HAP_Luck J 052023									
1810		11/23 AP		05/01/23	0039349	C & H HOLDINGS LLC	580.00			04/28/23	
		HAP_Ross S 052023									
		ACCOUNT TOTAL						84,534.00	.00		84,534.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS											
1810		11/23 AP		05/01/23	0039373	HOUSING AUTHORITY OF JOLIET	48.79			04/28/23	
		AF_Wilson Q 052023									
1810		11/23 AP		05/01/23	0039373	HOUSING AUTHORITY OF JOLIET	48.79			04/28/23	
		AF_Payne I 052023									
		ACCOUNT TOTAL						97.58	.00		97.58

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FUND 217 SECTION 8 HOUSING FUND										
FUND TOTAL							84,631.58	.00	84,631.58	
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45						CAPITAL PROJECTS / MAIN STREET RECONSTRUCT				
1778		10/23 AP		04/19/23	0398535	BLACK HAWK CO.RECORDER	5.00			04/25/23
						3283-PARCEL#11-MAIN ST. WARRANTY DEED-D&J INV.				
		PROJECT#:			023283					
1778		10/23 AP		04/19/23	0398535	BLACK HAWK CO.RECORDER	5.00			04/25/23
						3283-PARCEL#300-MAIN ST. WARRANTY DEED-D&J INV.				
		PROJECT#:			023283					
ACCOUNT TOTAL							10.00	.00	10.00	
FUND TOTAL							10.00	.00	10.00	
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1742		10/23 AP		04/03/23	0006829	PROFESSIONAL SOLUTIONS	.32			05/01/23
						MARCH CREDIT CARD FEES				
ACCOUNT TOTAL							.32	.00	.32	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1778		10/23 AP		04/21/23	0398536	DEWITT, JASON	150.00			04/25/23
						UNI SPRING FOOTBALL GAME CAMERA OPERATOR				
		PROJECT#:			756					
1778		10/23 AP		04/21/23	0398543	SURMA, JOSEPH EDWARD	150.00			04/25/23
						UNI SPRING FOOTBALL GAME CAMERA OPERATOR				
		PROJECT#:			756					
1778		10/23 AP		04/21/23	0398542	STOW, CHRISTIAN	150.00			04/25/23
						UNI SPRING FOOTBALL GAME CAMERA OPERATOR				
		PROJECT#:			756					
1778		10/23 AP		04/21/23	0398539	KRESS, AGNES M	150.00			04/25/23
						UNI SPRING FOOTBALL GAME CAMERA OPERATOR				
		PROJECT#:			756					
1778		10/23 AP		04/21/23	0398534	BENSON, ERIC	150.00			04/25/23
						UNI SPRING FOOTBALL GAME CAMERA OPERATOR				
		PROJECT#:			756					
ACCOUNT TOTAL							750.00	.00	750.00	
FUND TOTAL							750.32	.00	750.32	

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FUND 258 PARKING FUND											
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1742		10/23 AP		04/03/23	0006824	PROFESSIONAL SOLUTIONS	265.29			05/01/23	
		MARCH CREDIT CARD FEES									
1742		10/23 AP		04/03/23	0006825	PROFESSIONAL SOLUTIONS	100.94			05/01/23	
		MARCH CREDIT CARD FEES									
1742		10/23 AP		04/03/23	0006826	PROFESSIONAL SOLUTIONS	245.01			05/01/23	
		MARCH CREDIT CARD FEES									
1742		10/23 AP		04/03/23	0006828	PROFESSIONAL SOLUTIONS	14.77			05/01/23	
		MARCH CREDIT CARD FEES									
1742		10/23 AP		04/03/23	0006829	PROFESSIONAL SOLUTIONS	54.55			05/01/23	
		MARCH CREDIT CARD FEES									
		ACCOUNT TOTAL						680.56	.00	680.56	
		FUND TOTAL						680.56	.00	680.56	
FUND 261 TOURISM & VISITORS											
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP											
1742		10/23 AP		04/03/23	0006832	PROFESSIONAL SOLUTIONS	12.55			05/01/23	
		MARCH CREDIT CARD FEES									
		ACCOUNT TOTAL						12.55	.00	12.55	
261-2291-423.85-01 UTILITIES / UTILITIES											
1862		11/23 AP		04/15/23	0398605	CEDAR FALLS UTILITIES	91.98			05/05/23	
		UTILITIES THRU 04/15/23									
		ACCOUNT TOTAL						91.98	.00	91.98	
		FUND TOTAL						104.53	.00	104.53	
FUND 262 SENIOR SERVICES & COMM CT											
262-1092-423.85-01 UTILITIES / UTILITIES											
1589		11/23 AP		04/05/23	0398583	CEDAR FALLS UTILITIES	862.06			04/26/23	
		COMUNITY CENTER UTILITIES									
		ACCOUNT TOTAL						862.06	.00	862.06	
262-1092-423.87-01 RENTALS / RENTALS											
1798		10/23 AP		04/26/23	0398553	NOEL GRAFF	250.00			04/27/23	
		REFUND-SECURITY DEPOSIT									
		ACCOUNT TOTAL						250.00	.00	250.00	

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FUND 262 SENIOR SERVICES & COMM CT										
FUND TOTAL							1,112.06	.00	1,112.06	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP				
1742		10/23	AP	04/13/23	0006804	EMC RISK SERVICES, LLC	74.12			05/01/23
WORKER COMP-POLICE CLAIM										
ACCOUNT TOTAL							74.12	.00	74.12	
FUND TOTAL							74.12	.00	74.12	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP				
1742		10/23	AP	04/13/23	0006804	EMC RISK SERVICES, LLC	9,864.35			05/01/23
WORKER COMP-FIRE CLAIM										
ACCOUNT TOTAL							9,864.35	.00	9,864.35	
FUND TOTAL							9,864.35	.00	9,864.35	
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ										
1808		10/23	AP	04/28/23	0398558	SANDRA AND CHARLES WATSON	722,827.82			04/28/23
CLOSING PAYMENT-WATSON										
1808		10/23	AP	04/28/23	0398555	BLACK HAWK CO.RECORDER	1,159.73			04/28/23
TRANSFER TAX-WATSON										
1808		10/23	AP	04/28/23	0398556	BLACK HAWK CO.TREASURER	1,012.45			04/28/23
REAL ESTATE TAXES-WATSON										
1808		10/23	AP	04/28/23	0398556	BLACK HAWK CO.TREASURER	1,012.45			04/28/23
REAL ESTATE TAXES-LADAGE										
1808		10/23	AP	04/28/23	0398555	BLACK HAWK CO.RECORDER	1,159.73			04/28/23
TRANSFER TAX-LADAGE										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ										
1808		10/23 AP		04/28/23	0398557	JULIE AND KELLY LADAGE	722,827.82			04/28/23
CLOSING PAYMENT-LADAGE							continued			
						6512 W. RIDGEWAY AVENUE				
1808		10/23 AP		04/28/23	0398555	BLACK HAWK CO.RECORDER	1,159.73			04/28/23
TRANSFER TAX-OLANDER										
						6512 W. RIDGEWAY AVENUE				
1808		10/23 AP		04/28/23	0398556	BLACK HAWK CO.TREASURER	1,012.45			04/28/23
REAL ESTATE TAXES-OLANDER										
						6512 W. RIDGEWAY AVENUE				
1742		10/23 AP		04/28/23	0006840	SHIRLEY AND JOHN OLANDER	722,827.82			05/01/23
CLOSING PAYMENT-OLANDER										
						6512 W RIDGEWAY AVE				
1742		10/23 AP		04/28/23	0006813	FARMERS STATE BANK	20.00			05/01/23
OUTGOING WIRE FEE										
						OLANDER PROPERTY ACQ				
1778		10/23 AP		04/19/23	0398535	BLACK HAWK CO.RECORDER	5.00			04/25/23
RCD:WARRANTY DEED-JONES										
ACCOUNT TOTAL							2,175,025.00	.00	2,175,025.00	
FUND TOTAL							2,175,025.00	.00	2,175,025.00	

- FUND 431 2014 BOND
- FUND 432 2003 BOND
- FUND 433 2001 TIF
- FUND 434 2000 BOND
- FUND 435 1999 TIF
- FUND 436 2012 BOND
- FUND 437 2018 BOND
- FUND 438 2020 BOND FUND
- FUND 439 2022 BOND FUND
- FUND 443 CAPITAL PROJECTS
- FUND 472 PARKADE RENOVATION
- FUND 473 SIDEWALK ASSESSMENT
- FUND 483 ECONOMIC DEVELOPMENT
- FUND 484 ECONOMIC DEVELOPMENT LAND
- FUND 541 2018 STORM WATER BONDS
- FUND 544 2008 SEWER BONDS
- FUND 545 2006 SEWER BONDS
- FUND 546 SEWER IMPROVEMENT FUND
- FUND 547 SEWER RESERVE FUND
- FUND 548 1997 SEWER BOND FUND
- FUND 549 1992 SEWER BOND FUND
- FUND 550 2000 SEWER BOND FUND
- FUND 551 REFUSE FUND

551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
1742		10/23 AP		04/07/23	0006815	IOWA DEPT.OF REVENUE	218.03			05/01/23
MONTHLY SALES TAX										
						COMMERCIAL GARBAGE A/R				
ACCOUNT TOTAL							218.03	.00	218.03	

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
							POST	DT
FUND 551 REFUSE FUND								
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES		
1742		10/23	AP	04/03/23	0006835	PROFESSIONAL SOLUTIONS	530.89	05/01/23
						MARCH CREDIT CARD FEES		
1742		10/23	AP	04/03/23	0006829	PROFESSIONAL SOLUTIONS	47.75	05/01/23
						MARCH CREDIT CARD FEES		
						ACCOUNT TOTAL	578.64	.00 578.64
551-6685-436.85-01 UTILITIES / UTILITIES								
1862		11/23	AP	04/15/23	0398605	CEDAR FALLS UTILITIES	52.31	05/05/23
						UTILITIES THRU 04/15/23		
						ACCOUNT TOTAL	52.31	.00 52.31
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
1798		10/23	AP	04/15/23	0398546	BLACK HAWK CO.LANDFILL	19,871.93	04/27/23
						LANDFILL SRV:4/1-4/15/23		
						ACCOUNT TOTAL	19,871.93	.00 19,871.93
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
1742		10/23	AP	04/07/23	0006815	IOWA DEPT.OF REVENUE	170.12	05/01/23
						MONTHLY SALES TAX		
						COMMERCIAL GARBAGE		
						ACCOUNT TOTAL	170.12	.00 170.12
						FUND TOTAL	20,891.03	.00 20,891.03
FUND 552 SEWER RENTAL FUND								
552-6655-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT		
1742		10/23	AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	13.10	05/01/23
						HEALTH INS REIMBURSEMENT		
						ACCOUNT TOTAL	13.10	.00 13.10
552-6655-436.85-01 UTILITIES / UTILITIES								
1862		11/23	AP	04/15/23	0398605	CEDAR FALLS UTILITIES	4,484.71	05/05/23
						UTILITIES THRU 04/15/23		
						ACCOUNT TOTAL	4,484.71	.00 4,484.71
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1742		10/23	AP	04/14/23	0006822	ISOLVED BENEFIT SERVICES, INC	792.69	05/01/23

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FUND 552 SEWER RENTAL FUND									
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT						continued			
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL							792.69	.00	792.69
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1798		10/23 AP		04/15/23	0398546	BLACK HAWK CO.LANDFILL	42.25		04/27/23
LANDFILL SRV:4/1-4/15/23									
ACCOUNT TOTAL							42.25	.00	42.25
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1742		10/23 AP		04/07/23	0006815	IOWA DEPT.OF REVENUE	9,029.63		05/01/23
MONTHLY SALES TAX						COMMERCIAL SEWER			
ACCOUNT TOTAL							9,029.63	.00	9,029.63
FUND TOTAL							14,362.38	.00	14,362.38
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1778		10/23 AP		04/20/23	0398538	HARSCHNEK, STEPHANIE	148.38		04/25/23
RMB:TRAVEL-NCIC TRAINING						DES MOINES			
ACCOUNT TOTAL							148.38	.00	148.38
FUND TOTAL							148.38	.00	148.38
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1742		10/23 AP		04/25/23	0006848	WEX HEALTH, INC.	123.15		05/01/23
COBRA MONTHLY ADMIN FEE									
1742		10/23 AP		04/24/23	0006808	EXPRESS SCRIPTS, INC.	56,036.16		05/01/23
RX CLAIMS PROCESSING									
1742		10/23 AP		04/21/23	0006847	WELLMARK IOWA	57,908.90		05/01/23
HEALTH CLAIMS PROCESSING									
1742		10/23 AP		04/17/23	0006807	EXPRESS SCRIPTS, INC.	26,264.48		05/01/23
RX CLAIMS PROCESSING									
1742		10/23 AP		04/14/23	0006846	WELLMARK IOWA	49,225.25		05/01/23
HEALTH CLAIMS PROCESSING									
1742		10/23 AP		04/10/23	0006806	EXPRESS SCRIPTS, INC.	19,364.18		05/01/23

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued				
1742				10/23 AP 04/03/23	0006805	EXPRESS SCRIPTS, INC.	10,040.89			05/01/23
1742				10/23 AP 04/03/23	0006845	WELLMARK IOWA HEALTH CLAIMS PROCESSING	37,373.81			05/01/23
ACCOUNT TOTAL							256,336.82	.00	256,336.82	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
1742				10/23 AP 04/03/23	0006803	DELTA DENTAL OF IOWA APRIL 2023 DENTAL	8,174.80			05/01/23
ACCOUNT TOTAL							8,174.80	.00	8,174.80	
FUND TOTAL							264,511.62	.00	264,511.62	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
1842				11/23 AP 05/02/23	0398562	ANDERSON, ALETA L. MEDICARE-ALETA	243.00			05/03/23
1842				11/23 AP 05/02/23	0398562	ANDERSON, ALETA L. MEDICARE-RICHARD	243.00			05/03/23
1778				10/23 AP 04/21/23	0398540	LUX, JOSH	105.22			04/25/23
1778				10/23 AP 04/21/23	0398540	LUX, JOSH	105.22			04/25/23
ACCOUNT TOTAL							696.44	.00	696.44	
FUND TOTAL							696.44	.00	696.44	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1798				10/23 AP 04/20/23	0398554	TOLIAS, ZACHARY	175.00			04/27/23
1800				10/23 AP 04/20/23	0398533	TOLIAS, ZACHARY		175.00		04/27/23
ACCOUNT TOTAL							175.00	175.00	.00	
FUND TOTAL							175.00	175.00	.00	

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FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1742		10/23 AP		04/24/23	0006842	UNITED STATES TREASURY	66,101.65		05/01/23
						FEDERAL WITHHOLDING TAX			
1742		10/23 AP		04/03/23	0006841	UNITED STATES TREASURY	67,180.35		05/01/23
						FEDERAL WITHHOLDING TAX			
						ACCOUNT TOTAL	133,282.00	.00	133,282.00
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1742		10/23 AP		04/24/23	0006817	IOWA DEPT.OF REVENUE	27,646.89		05/01/23
						STATE WITHHOLDING TAX			
1742		10/23 AP		04/07/23	0006816	IOWA DEPT.OF REVENUE	27,764.50		05/01/23
						STATE WITHHOLDING TAX			
						ACCOUNT TOTAL	55,411.39	.00	55,411.39
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
1742		10/23 AP		04/24/23	0006842	UNITED STATES TREASURY	77,120.52		05/01/23
						SS & MQGE/MEDICARE TAX			
1742		10/23 AP		04/03/23	0006841	UNITED STATES TREASURY	76,518.30		05/01/23
						SS & MQGE/MEDICARE TAX			
						ACCOUNT TOTAL	153,638.82	.00	153,638.82
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
1742		10/23 AP		04/28/23	0006814	I.P.E.R.S.	142,016.80		05/01/23
						IPERS APRIL 2023			
						ACCOUNT TOTAL	142,016.80	.00	142,016.80
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1742		10/23 AP		04/24/23	0006802	COLLECTION SERVICES CENTER	544.01		05/01/23
						CHILD SUPPORT PAYMENTS			
1742		10/23 AP		04/21/23	0006821	ISOLVED BENEFIT SERVICES, INC	6,485.15		05/01/23
						CAFETERIA PLAN			
1742		10/23 AP		04/19/23	0006844	VOYA FINANCIAL	13,379.05		05/01/23
						EMPLOYEE 457 CONTRIBUTION			
1742		10/23 AP		04/07/23	0006801	COLLECTION SERVICES CENTER	544.01		05/01/23
						CHILD SUPPORT PAYMENTS			
1742		10/23 AP		04/07/23	0006819	ISOLVED BENEFIT SERVICES, INC	6,485.15		05/01/23
						CAFETERIA PLAN			
1742		10/23 AP		04/04/23	0006843	VOYA FINANCIAL	12,108.00		05/01/23
						EMPLOYEE 457 CONTRIBUTION			
						ACCOUNT TOTAL	39,545.37	.00	39,545.37

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FUND 686 PAYROLL FUND										
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
1742		10/23	AP	04/28/23	0006823	MUNICIPAL FIRE & POLICE RETIR MRPRSI RETIREMENT	167,396.70			05/01/23
ACCOUNT TOTAL							167,396.70	.00	167,396.70	
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										
1742		10/23	AP	04/21/23	0006818	IOWA WORKFORCE DEVELOPMENT RMB:BENEFITS THRU 3/31/23	15,759.62			05/01/23
ACCOUNT TOTAL							15,759.62	.00	15,759.62	
FUND TOTAL							707,050.70	.00	707,050.70	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
1742		10/23	AP	04/13/23	0006804	EMC RISK SERVICES, LLC	18,892.58			05/01/23
1742		10/23	AP	04/13/23	0006804	WORKER COMP CLAIM EMC RISK SERVICES, LLC		13,733.82		05/01/23
ACCOUNT TOTAL							18,892.58	13,733.82	5,158.76	
FUND TOTAL							18,892.58	13,733.82	5,158.76	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
1798		10/23	AP	04/25/23	0398552	GARRET TAYLOR RMB:DAMAGE TO MAILBOX DOL:01/30/23	75.00			04/27/23
ACCOUNT TOTAL							75.00	.00	75.00	
FUND TOTAL							75.00	.00	75.00	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							3,348,463.67	14,158.82	3,334,304.85

COUNCIL INVOICES FOR 5/15/23 MEETING

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1843		11/23 AP	05/02/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	.54			05/09/23
							STANDARD STAPLES				
1801		11/23 AP	04/25/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.22			05/09/23
							THERMAL CC PAPER ROLLS				
1801		11/23 AP	04/20/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.05			05/09/23
							CORRECTION TAPE/RULER				
1801		11/23 AP	04/20/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	22.78			05/09/23
							COPY PAPER				
1845		11/23 AP	04/14/23		0143102		US BANK	237.72			05/05/23
							AMZN MKTP US*HJ4JI51S2				
1845		11/23 AP	04/12/23		0143102		US BANK		44.99		05/05/23
							MONITOR STANDS FOR STAFF				
							AMZN MKTP US				
1845		11/23 AP	04/12/23		0143102		US BANK	117.66			05/05/23
							RETURN FATIGUE MAT				
							AMZN MKTP US*HJ77J1FE2				
1845		11/23 AP	04/10/23		0143102		US BANK	45.99			05/05/23
							MONITOR STANDS FOR STAFF				
							AMAZON.COM*HS6US6G62				
1801		11/23 AP	04/06/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.25			05/09/23
							FLOATING DESK KEYBOARD				
1801		11/23 AP	04/06/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	15.18			05/09/23
							5X8 NOTE PADS/TAB DIVIDER				
							COPY PAPER				
1845		11/23 AP	03/31/23		0143102		US BANK	44.99			05/05/23
							AMZN MKTP US*HY47I5KC0				
							FATIGUE MAT				
1843		11/23 AP	03/02/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	6.14			05/09/23
							POST-IT NOTES/SCISSORS				
							ACCOUNT TOTAL	506.52	44.99	461.53	
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1801		11/23 AP	04/21/23		0000000		HOLIDAY INN-CONFERENCE CENTER	112.00			05/09/23
							HOTEL:IMFOA-KERR				
							ACCOUNT TOTAL	112.00	.00	112.00	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1843		11/23 AP	05/02/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	.15			05/09/23
							STANDARD STAPLES				
1801		11/23 AP	04/25/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	1.54			05/09/23
							THERMAL CC PAPER ROLLS				
1801		11/23 AP	04/20/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	.65			05/09/23
							CORRECTION TAPE				
1801		11/23 AP	04/20/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.70			05/09/23
							COPY PAPER				
1801		11/23 AP	04/06/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	6.99			05/09/23
							5X8 NOTE PADS/TAB DIVIDER				
							STAPLE REMOVER/RULER				
1801		11/23 AP	04/06/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	3.80			05/09/23
							COPY PAPER				
1845		11/23 AP	04/03/23		0143102		US BANK	25.99			05/05/23

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									POST DT	
FUND 101 GENERAL FUND										
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
						AMZN MKTP US*HY4IC2HT2 FLOOR MAT-CATHY				
ACCOUNT TOTAL							44.82	.00	44.82	
101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1801				11/23	AP 04/21/23 0000000	HOLIDAY INN-CONFERENCE CENTER HOTEL:IMFOA-RODENBECK	112.00			05/09/23
ACCOUNT TOTAL							112.00	.00	112.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1843				11/23	AP 05/02/23 0000000	OFFICE EXPRESS OFFICE PRODUCT STANDARD STAPLES	.49			05/09/23
1801				11/23	AP 04/25/23 0000000	OFFICE EXPRESS OFFICE PRODUCT THERMAL CC PAPER ROLLS	5.18			05/09/23
1801				11/23	AP 04/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE	2.17			05/09/23
1801				11/23	AP 04/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	28.49			05/09/23
1801				11/23	AP 04/17/23 0000000	OFFICE EXPRESS OFFICE PRODUCT COMFORTMATE PENCILS/LEAD	3.70			05/09/23
1801				11/23	AP 04/06/23 0000000	OFFICE EXPRESS OFFICE PRODUCT 5X8 NOTE PADS/TAB DIVIDER	6.53			05/09/23
1801				11/23	AP 04/06/23 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	19.00			05/09/23
1845				11/23	AP 04/03/23 0143102	US BANK	24.20			05/05/23
1845				11/23	AP 03/28/23 0143102	AMZN MKTP US*HY4IC2HT2 CUBICLE COAT HOOKS	257.43			05/05/23
1845				11/23	AP 03/28/23 0143102	US BANK				05/05/23
1845				11/23	AP 03/28/23 0143102	AMZN MKTP US*HY1CX80H0 MONITOR RISER/FLOOR MATS				05/05/23
ACCOUNT TOTAL							347.19	.00	347.19	
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1801				11/23	AP 04/21/23 0000000	HOLIDAY INN-CONFERENCE CENTER HOTEL:IMFOA-ROEDING	112.00			05/09/23
1845				11/23	AP 04/14/23 0143102	US BANK	92.97			05/05/23
1845				11/23	AP 04/11/23 0143102	JIMMY JOHNS - 0496 - ECOM ADP VENDOR DEMO MEAL	48.34			05/05/23
1845				11/23	AP 04/11/23 0143102	US BANK				05/05/23
1845				11/23	AP 04/11/23 0143102	TARGET 00025262 VENDOR DEMO SNACKS				05/05/23
ACCOUNT TOTAL							253.31	.00	253.31	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1845				11/23	AP 04/20/23 0143102	US BANK	345.00			05/05/23
1845				11/23	AP 04/20/23 0143102	IOWA SOCIETY OF CPA REG:IA GOVT RDTABLE-KOCKL				05/05/23

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FUND 101 GENERAL FUND									
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION							continued		
ACCOUNT TOTAL							345.00	.00	345.00
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1843				11/23 AP 05/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.19		05/09/23
						STANDARD STAPLES			
1801				11/23 AP 04/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.93		05/09/23
						THERMAL CC PAPER ROLLS			
1801				11/23 AP 04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.81		05/09/23
						CORRECTION TAPE			
1801				11/23 AP 04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.10		05/09/23
						COPY PAPER			
1801				11/23 AP 04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.94		05/09/23
						5X8 NOTE PADS/TAB DIVIDER			
1801				11/23 AP 04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.40		05/09/23
						COPY PAPER			
1845				11/23 AP 04/03/23	0143102	US BANK	29.21		05/05/23
						AMZN MKTP US*HY02F5BB2 MONITOR STANDS-COLLEEN			
ACCOUNT TOTAL							62.58	.00	62.58
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
1801				11/23 AP 04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		05/09/23
						COPY PAPER			
1801				11/23 AP 04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		05/09/23
						COPY PAPER			
ACCOUNT TOTAL							3.80	.00	3.80
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK									
1845				11/23 AP 03/24/23	0143102	US BANK	84.60		05/05/23
						ONE SOURCE THE BACKGROUND APPLICANT BACKGROUND CKS			
ACCOUNT TOTAL							84.60	.00	84.60
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1876				11/23 AP 04/30/23	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23
						JOB AD:PARKING ATTENDANT COURIER			
1876				11/23 AP 04/30/23	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23
						JOB AD:SEASONAL LABORERS COURIER			
1876				11/23 AP 04/30/23	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23
						JOB AD:SUMMER PROG. STAFF COURIER			
1876				11/23 AP 04/30/23	0000000	COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23
						JOB AD:AQUATIC POSITIONS COURIER			
1876				11/23 AP 04/30/23	0000000	COURIER COMMUNICATIONS-ADVERT	55.95		05/09/23

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FUND 101 GENERAL FUND										
101-1038-441.81-53	PROFESSIONAL SERVICES / JOB NOTICES continued									
1876		11/23 AP		04/30/23	0000000	JOB AD:WORKER MAINTENANCE COURIER	55.95		05/09/23	
1876		11/23 AP		04/29/23	0000000	JOB AD:PART-TIME LABORER COURIER	450.00		05/09/23	
1843		11/23 AP		04/27/23	0000000	MONTHLY DIGITAL IMPRESSNS CEDAR VALLEY SAVER, INC.	75.00		05/09/23	
1843		11/23 AP		04/27/23	0000000	JOB AD:SEASONAL LABORERS 04/27/23 DISPLAY/WEB AD	75.00		05/09/23	
1843		11/23 AP		04/27/23	0000000	JOB AD:PARKING ATTENDANT CEDAR VALLEY SAVER, INC.	75.00		05/09/23	
1843		11/23 AP		04/27/23	0000000	JOB AD:SUMMER AQUATICS 04/27/23 DISPLAY/WEB AD	75.00		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:CF REC.SUMMER STAF COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:WATER REC. SUPERVR COURIER	26.95		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:MAINT. WORKER COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:PARKING ATTENDANT COURIER	55.95		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:SEASONAL LABORERS COURIER COMMUNICATIONS-ADVERT	55.95		05/09/23	
1876		11/23 AP		04/23/23	0000000	JOB AD:SUMMER PROG. STAFF COURIER	26.95		05/09/23	
1876		11/23 AP		04/21/23	0000000	JOB AD:AQUATIC POSITIONS COURIER COMMUNICATIONS-ADVERT	39.00		05/09/23	
1845		11/23 AP		04/17/23	0143102	SEARCH BOOST US BANK	158.61		05/05/23	
1845		11/23 AP		04/17/23	0143102	FAREWAY STORES JOB FAIR APRIL 15,2023	194.22		05/05/23	
1845		11/23 AP		04/17/23	0143102	MARTIN BROTHERS JOB FAIR APRIL 15, 2023	109.92		05/05/23	
1876		11/23 AP		04/16/23	0000000	MARTIN BROTHERS JOB FAIR APRIL 15, 2023	26.95		05/09/23	
1876		11/23 AP		04/16/23	0000000	JOB AD:WATER REC.SUPERVR COURIER COMMUNICATIONS-ADVERT	26.95		05/09/23	
1876		11/23 AP		04/16/23	0000000	JOB AD:PUB.SAFETY OFFICER COURIER	26.95		05/09/23	
1876		11/23 AP		04/16/23	0000000	JOB AD:MAINT. WORKER COURIER COMMUNICATIONS-ADVERT	55.95		05/09/23	
1843		11/23 AP		04/13/23	0000000	JOB AD:PARKING ATTENDANT CEDAR VALLEY SAVER, INC.	75.00		05/09/23	
1843		11/23 AP		04/13/23	0000000	JOB AD:SUMMER AQUATICS 04/13/23 DISPLAY/WEB AD	75.00		05/09/23	
1843		11/23 AP		04/13/23	0000000	JOB AD:CF REC SUMMER STAF CEDAR VALLEY SAVER, INC.	75.00		05/09/23	
1843		11/23 AP		04/13/23	0000000	JOB AD:SEASONAL LABORER 04/13/23 DISPLAY/WEB AD	75.00		05/09/23	
1843		11/23 AP		04/13/23	0000000	JOB AD:WATER REC. SUPRVR CEDAR VALLEY SAVER, INC.	75.00		05/09/23	

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FUND 101 GENERAL FUND									
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES					continued				
1843		11/23 AP	04/13/23	0000000	CEDAR VALLEY SAVER, INC. JOB AD:PUB.SAFETY OFFICER 04/13/23 DISPLAY/WEB AD	75.00		05/09/23	
1843		11/23 AP	04/13/23	0000000	CEDAR VALLEY SAVER, INC. JOB AD:MAINT. WORKERS 04/13/23 DISPLAY/WEB AD	75.00		05/09/23	
1876		11/23 AP	04/09/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:WATER REC. SUPVR COURIER	26.95		05/09/23	
1876		11/23 AP	04/09/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:PUB.SAFETY OFFICER COURIER	26.95		05/09/23	
1876		11/23 AP	04/09/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:MAINT. WORKER COURIER	26.95		05/09/23	
1845		11/23 AP	04/05/23	0143102	US BANK LINKEDIN 8148839516 RECRUITER LITE:4/4-5/4/23	119.95		05/05/23	
1876		11/23 AP	04/04/23	0000000	COURIER COMMUNICATIONS-ADVERT MOBILE LOCATION TARGETING AMP DIGITAL	1,450.00		05/09/23	
1845		11/23 AP	04/03/23	0143102	US BANK ONLINE JOB ADS INDEED	448.00		05/05/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:FIRE CHIEF COURIER	26.95		05/09/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:LABORER POSITION COURIER	26.95		05/09/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:MAINT. POSITION COURIER	26.95		05/09/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:WATER REC. SUPVR COURIER	26.95		05/09/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:PUB.SAFETY OFFICER COURIER	26.95		05/09/23	
1876		11/23 AP	04/02/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:MAINT. WORKER COURIER	26.95		05/09/23	
1845		11/23 AP	03/30/23	0143102	US BANK TEMPLEPUBLI JOB AD:PS OFFICER	195.00		05/05/23	
1876		11/23 AP	03/29/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:WATER REC. SUPVR COURIER	55.95		05/09/23	
1876		11/23 AP	03/29/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:PUB.SAFETY OFFICER COURIER	55.95		05/09/23	
1876		11/23 AP	03/29/23	0000000	COURIER COMMUNICATIONS-ADVERT JOB AD:MAINT. WORKER COURIER	55.95		05/09/23	
ACCOUNT TOTAL						4,901.30	.00	4,901.30	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION									
1843		11/23 AP	04/26/23	0000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	36.00		05/09/23	
ACCOUNT TOTAL						36.00	.00	36.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1843		11/23 AP	05/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09		05/09/23	

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FUND 101 GENERAL FUND									
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			continued
						STANDARD STAPLES			
1801		11/23 AP		04/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.96		05/09/23
						THERMAL CC PAPER ROLLS			
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.41		05/09/23
						CORRECTION TAPE			
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		05/09/23
						COPY PAPER			
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.97		05/09/23
						5X8 NOTE PADS/TAB DIVIDER			
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		05/09/23
						COPY PAPER			
						ACCOUNT TOTAL	8.13	.00	8.13
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1843		11/23 AP		05/01/23	0000000	THOMSON REUTERS - WEST	663.55		05/09/23
						WESTLAW INFORMATION			
						4/1/23-4/30/23			
						ACCOUNT TOTAL	663.55	.00	663.55
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
1801		11/23 AP		05/01/23	0000000	AHLERS AND COONEY, P.C.	3,900.00		05/09/23
						LEGAL SERVICES - MAY'23			
1801		11/23 AP		05/01/23	0000000	SWISHER & COHRT, P.L.C.	2,600.00		05/09/23
						LEGAL SERVICES - MAY'23			
1801		11/23 AP		04/25/23	0000000	AHLERS AND COONEY, P.C.	171.00		05/09/23
						LGL:GENERAL			
						04/04/23-04/05/23			
						ACCOUNT TOTAL	6,671.00	.00	6,671.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
1801		11/23 AP		05/01/23	0000000	SWISHER & COHRT, P.L.C.	1,000.00		05/09/23
						LEGAL SERVICES - MAY'23			
						ACCOUNT TOTAL	1,000.00	.00	1,000.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1846		11/23 AP		04/20/23	0143102	US BANK	15.98		05/05/23
						AMAZON.COM*HVLJ40K90			
						LAMINATING POUCHES			
1846		11/23 AP		04/05/23	0143102	US BANK	17.50		05/05/23
						AMZN MKTP US*HS2BP9A31			
						C BATTERIES			
						ACCOUNT TOTAL	33.48	.00	33.48

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FUND 101 GENERAL FUND										
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1846		11/23	AP	04/12/23	0143102	US BANK	85.00			05/05/23
						INTUIT *QBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
1846		11/23	AP	04/11/23	0143102	US BANK		21.59		05/05/23
						ADOBE *CREATIVE CLOUD				
						TAX REFUND				
1846		11/23	AP	04/06/23	0143102	US BANK	381.47			05/05/23
						ADOBE *CREATIVE CLOUD				
						1YR SUBSCRIP.4/5/23-4/4/23				
1846		11/23	AP	04/04/23	0143102	US BANK	549.90			05/05/23
						ZOOM.US 888-799-9666				
						ZOOM PRO & WEBINAR 1 YEAR				
						ACCOUNT TOTAL	1,016.37	21.59		994.78
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1846		11/23	AP	03/24/23	0143102	US BANK	100.00			05/05/23
						IOWA LIBRARY ASSOCIATION				
						REG:ILA SPRING SYMPOSIUM				
						ACCOUNT TOTAL	100.00	.00		100.00
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1846		11/23	AP	04/18/23	0143102	US BANK	17.49			05/05/23
						AMAZON.COM*HJ8FT56E1				
						ADULT BOOKS (MEM KNEBEL)				
						ACCOUNT TOTAL	17.49	.00		17.49
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1846		11/23	AP	04/03/23	0143102	US BANK	17.75			05/05/23
						AMZN MKTP US*HY0V90U71 AM				
						VIDEO GAMES (MEM BROWN)				
1846		11/23	AP	03/28/23	0143102	US BANK	17.70			05/05/23
						AMZN MKTP US*HY8X431S0 AM				
						VIDEO GAMES (MEM BROWN)				
						ACCOUNT TOTAL	35.45	.00		35.45
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1846		11/23	AP	04/14/23	0143102	US BANK	25.44			05/05/23
						HY-VEE CEDAR FALLS 1052				
						FOTL:YA-DRINKS & CUPS				
1846		11/23	AP	04/10/23	0143102	US BANK	50.00			05/05/23
						SIGNS BY TOMORROW OF CEDA				
						FOTL:RESERVE-CONFERENCE				
1846		11/23	AP	03/30/23	0143102	US BANK	19.99			05/05/23
						AMAZON.COM*HY6GK16F0				
						FOTL:YA-SNACKS				
1846		11/23	AP	03/29/23	0143102	US BANK	13.22			05/05/23
						AMAZON.COM*HY7CU7MJ0				
						FOTL:YA-SNACKS				
1846		11/23	AP	03/24/23	0143102	US BANK	186.34			05/05/23
						AMZN MKTP US*HC2WV5WT2				
						FOTL:COLAB-EMBOSSING				
1846		11/23	AP	03/24/23	0143102	US BANK	14.24			05/05/23
						AMZN MKTP US*H78ZG62J0				
						FOTL:COLAB-EMBOSNG FOLDER				
1846		11/23	AP	03/23/23	0143102	US BANK	119.90			05/05/23

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FUND 101 GENERAL FUND									
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
						AMAZON.COM*HC5MV7UP2			
							429.13	.00	429.13
ACCOUNT TOTAL									
continued									
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.			
1846		11/23 AP		04/20/23	0143102	US BANK	39.80		05/05/23
						AMZN MKTP US*HV7R182T0			
1846		11/23 AP		04/10/23	0143102	US BANK	32.46		05/05/23
						AMZN MKTP US*HS4HJ7UL1			
							72.26	.00	72.26
ACCOUNT TOTAL									
101-1060-423.93-01						EQUIPMENT / EQUIPMENT			
1846		11/23 AP		04/10/23	0143102	US BANK	69.99		05/05/23
						AMZN MKTP US*HS6ZD6D31			
							69.99	.00	69.99
ACCOUNT TOTAL									
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
1846		11/23 AP		04/12/23	0143102	US BANK	21.96		05/05/23
						AMZN MKTP US*HS80E6YQ2			
							21.96	.00	21.96
ACCOUNT TOTAL									
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS			
1846		11/23 AP		04/17/23	0143102	US BANK	24.08		05/05/23
						AMZN MKTP US*HJ1GK3UV2 AM			
1846		11/23 AP		04/12/23	0143102	US BANK	14.99		05/05/23
						AMAZON.COM*HS7MNIY62			
1846		11/23 AP		04/10/23	0143102	US BANK	29.98		05/05/23
						AMAZON.COM*HS6TC9271			
1846		11/23 AP		03/30/23	0143102	US BANK	23.72		05/05/23
						AMAZON.COM*HY4X878I0			
1846		11/23 AP		03/21/23	0143102	US BANK	7.99		05/05/23
						AMAZON.COM*HC8SH8SX1			
							100.76	.00	100.76
ACCOUNT TOTAL									
101-1061-423.89-21						MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS			
1846		11/23 AP		04/12/23	0143102	US BANK	22.67		05/05/23
						AMZN MKTP US*HJ3233MNO			
1846		11/23 AP		03/31/23	0143102	US BANK	37.32		05/05/23
						AMAZON.COM*HY5D50VT1 AMZN			
1846		11/23 AP		03/31/23	0143102	US BANK	18.58		05/05/23

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FUND 101 GENERAL FUND								
101-1061-423.89-21					MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS			continued
					AMAZON.COM*HY4EP24Y2 AMZN			YOUNG ADULT BOOKS
1846		11/23 AP		03/29/23	0143102 US BANK	16.28		05/05/23
					AMZN MKTP US*HY0U30LN1			YOUNG ADULT BOOKS
ACCOUNT TOTAL						94.85	.00	94.85
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS								
1846		11/23 AP		04/20/23	0143102 US BANK		24.68	05/05/23
					AMAZON.COM AMZN.COM/BILL			REFUND ON YOUTH BOOKS
1846		11/23 AP		04/19/23	0143102 US BANK		21.59	05/05/23
					AMZN MKTP US			REFUND ON YOUTH BOOKS
1846		11/23 AP		04/18/23	0143102 US BANK	8.99		05/05/23
					AMAZON.COM*HJ0DB96L1			YOUTH BOOKS
1846		11/23 AP		04/18/23	0143102 US BANK	65.58		05/05/23
					AMAZON.COM*HV3OALVW0			YOUTH BOOKS
1846		11/23 AP		04/17/23	0143102 US BANK	14.95		05/05/23
					AMZN MKTP US*HJ1300DV1			YOUTH BOOKS
1846		11/23 AP		04/17/23	0143102 US BANK	33.42		05/05/23
					AMAZON.COM*HJ1XE92G1			YOUTH BOOKS
1846		11/23 AP		04/14/23	0143102 US BANK	32.79		05/05/23
					AMAZON.COM*HJ82F6IB0			YOUTH BOOKS
1846		11/23 AP		04/14/23	0143102 US BANK	32.79		05/05/23
					AMAZON.COM*HJ3BX78Y1			YOUTH BOOKS
1846		11/23 AP		04/11/23	0143102 US BANK	30.88		05/05/23
					AMZN MKTP US*HS5GY5RO2			YOUTH BOOKS
1846		11/23 AP		04/06/23	0143102 US BANK	20.98		05/05/23
					AMAZON.COM*HS4EH5FB2 AMZN			YOUTH BOOKS
1846		11/23 AP		04/06/23	0143102 US BANK	26.57		05/05/23
					AMAZON.COM*HS5QC7NN2 AMZN			YOUTH BOOKS
1846		11/23 AP		04/06/23	0143102 US BANK	18.99		05/05/23
					AMAZON.COM*HS0W74GN1 AMZN			YOUTH BOOKS
1846		11/23 AP		04/06/23	0143102 US BANK	77.40		05/05/23
					AMAZON.COM*HS9IB0NP2			YOUTH BOOKS
1846		11/23 AP		04/05/23	0143102 US BANK	17.69		05/05/23
					AMAZON.COM*HS9F08BZ0 AMZN			YOUTH BOOKS
1846		11/23 AP		04/03/23	0143102 US BANK	22.99		05/05/23
					AMAZON.COM*HS7302000 AMZN			YOUTH BOOKS
1846		11/23 AP		03/30/23	0143102 US BANK	92.75		05/05/23
					AMAZON.COM*HY1T10AF1 AMZN			YOUTH BOOKS
1846		11/23 AP		03/30/23	0143102 US BANK	26.92		05/05/23
					AMAZON.COM*HY7XU28F0 AMZN			YOUTH BOOKS
1846		11/23 AP		03/29/23	0143102 US BANK	21.59		05/05/23
					AMZN MKTP US*H71LT87A2			YOUTH BOOKS
1846		11/23 AP		03/29/23	0143102 US BANK	61.67		05/05/23
					AMZN MKTP US*HY1MC4NE1			YOUTH BOOKS
1846		11/23 AP		03/27/23	0143102 US BANK	16.59		05/05/23
					AMZN MKTP US*H702N7BX1			YOUTH BOOKS
1846		11/23 AP		03/27/23	0143102 US BANK	41.34		05/05/23

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
						AMAZON.COM*HY19C7CR0				
1846		11/23 AP		03/21/23	0143102	US BANK	7.99			05/05/23
						AMZN MKTP US*HC4LH4VB2 AM				
1846		11/23 AP		03/21/23	0143102	US BANK	43.97			05/05/23
						AMAZON.COM*H71VN1JZ0				
1846		11/23 AP		03/21/23	0143102	US BANK	8.99			05/05/23
						AMAZON.COM*HC94G0X22				
1846		11/23 AP		03/21/23	0143102	US BANK	30.54			05/05/23
						AMAZON.COM*HC5ZD47T1				
						ACCOUNT TOTAL	756.37	46.27		710.10
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1846		11/23 AP		04/19/23	0143102	US BANK	11.99			05/05/23
						AMAZON.COM*HV2E75T32 AMZN				
1846		11/23 AP		04/12/23	0143102	US BANK	10.98			05/05/23
						AMAZON.COM*HJ81U3HD0				
						ACCOUNT TOTAL	22.97	.00		22.97
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1846		11/23 AP		04/11/23	0143102	US BANK	8.69			05/05/23
						AMZN MKTP US*HS1GA1U62				
1846		11/23 AP		04/07/23	0143102	US BANK	12.29			05/05/23
						AMAZON.COM*HS3H81KV0				
						ACCOUNT TOTAL	20.98	.00		20.98
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
1846		11/23 AP		04/06/23	0143102	US BANK	14.96			05/05/23
						AMAZON.COM*HS4EH5FB2 AMZN				
						ACCOUNT TOTAL	14.96	.00		14.96
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
1846		11/23 AP		03/31/23	0143102	US BANK	60.55			05/05/23
						AMAZON.COM*HY4EP24Y2 AMZN				
						ACCOUNT TOTAL	60.55	.00		60.55
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS										
1846		11/23 AP		04/12/23	0143102	US BANK	92.80			05/05/23
						AMZN MKTP US*HJ8OP08V0				
1846		11/23 AP		03/27/23	0143102	US BANK	186.15			05/05/23

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FUND 101 GENERAL FUND										
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS						continued				
					AMZN MKTP US*H732L2X42	LABEL MAKER & TAPE, GAMES				
1846		11/23 AP	03/24/23	0143102	US BANK		17.63			05/05/23
					AMZN MKTP US*H711131D1	C BATTERIES				
ACCOUNT TOTAL							296.58	.00	296.58	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1843		11/23 AP	05/02/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	.09			05/09/23
					STANDARD STAPLES					
1801		11/23 AP	04/25/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	.96			05/09/23
					THERMAL CC PAPER ROLLS					
1801		11/23 AP	04/20/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	.41			05/09/23
					CORRECTION TAPE					
1801		11/23 AP	04/20/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	1.14			05/09/23
					COPY PAPER					
1801		11/23 AP	04/06/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	.97			05/09/23
					5X8 NOTE PADS/TAB DIVIDER					
1801		11/23 AP	04/06/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	.76			05/09/23
					COPY PAPER					
ACCOUNT TOTAL							4.33	.00	4.33	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.										
1843		11/23 AP	03/22/23	0000000	OFFICE EXPRESS	OFFICE PRODUCT	74.08			05/09/23
					NAMETAG/BADGE HOLDERS					
					PROJECT#: 014000					
ACCOUNT TOTAL							74.08	.00	74.08	
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1801		11/23 AP	04/26/23	0000000	SECRETARY, STATE OF IOWA		30.00			05/09/23
					NOTARY APP-S. GRAHAM					
ACCOUNT TOTAL							30.00	.00	30.00	
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1845		11/23 AP	04/17/23	0143102	US BANK		872.40			05/05/23
					AMERICAN AIR0012386340533					
1845		11/23 AP	03/27/23	0143102	US BANK		327.80			05/05/23
					DELTA AIR 0062372828168					
1845		11/23 AP	03/24/23	0143102	US BANK		27.00			05/05/23
					ALLIANZ TRAVEL INS					
					TRVL INS:CITY MGRS SUMMIT					
ACCOUNT TOTAL							1,227.20	.00	1,227.20	

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FUND 101 GENERAL FUND								
101-1118-441.83-06					TRANSPORTATION&EDUCATION / EDUCATION			
1845		11/23	AP	03/24/23	0143102 US BANK	1,095.00		05/05/23
		2023			SELECTUSA REG:SELECT USA SMT.GRAHAM			
ACCOUNT TOTAL						1,095.00	.00	1,095.00
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1843		11/23	AP	05/02/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.09		05/09/23
					STANDARD STAPLES			
1801		11/23	AP	04/25/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.96		05/09/23
					THERMAL CC PAPER ROLLS			
1801		11/23	AP	04/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.41		05/09/23
					CORRECTION TAPE			
1801		11/23	AP	04/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.14		05/09/23
					COPY PAPER			
1801		11/23	AP	04/06/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.97		05/09/23
					5X8 NOTE PADS/TAB DIVIDER			
1801		11/23	AP	04/06/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		05/09/23
					COPY PAPER			
ACCOUNT TOTAL						4.33	.00	4.33
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS								
1845		11/23	AP	04/18/23	0143102 US BANK	126.34		05/05/23
					TROPHIES BY EDCO INC KEY TO CITY-RAJA CHARI			
ACCOUNT TOTAL						126.34	.00	126.34
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1845		11/23	AP	04/11/23	0143102 US BANK	90.40		05/05/23
					ECONOMYBOOKINGS.COM CAR RENTAL DEP.-R.GREEN			
ACCOUNT TOTAL						90.40	.00	90.40
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1845		11/23	AP	04/11/23	0143102 US BANK	65.00		05/05/23
					IOWA LEAGUE OF CITIES REG:EMERG.MGMT.SYMPOSIUM			
ACCOUNT TOTAL						65.00	.00	65.00
101-1199-421.31-12 HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP								
1782		10/23	AP	03/10/22	0140127 REED, VICTORIA ANN		100.00	04/26/23
					VOID CHECK-LOST ESSAY WRITTEN FOR NISSEN			
ACCOUNT TOTAL						.00	100.00	100.00-

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FUND 101 GENERAL FUND											
101-2205-432	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES									
1845		11/23	AP	04/10/23	0143102	US BANK	29.98		05/05/23		
		MICHAELS STORES 1246 OFFICE FRAMING									
1843		11/23	AP	03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.32		05/09/23		
		POST-IT NOTES									
		ACCOUNT TOTAL						30.30	.00	30.30	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1843		11/23	AP	03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.63		05/09/23		
		POST-IT NOTES									
		ACCOUNT TOTAL						2.63	.00	2.63	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
1843		11/23	AP	05/01/23	0000000	BROWN'S SHOE FIT	175.00		05/09/23		
		SAFETY SHOES-J MAI P.O.#56840									
		ACCOUNT TOTAL						175.00	.00	175.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1845		11/23	AP	04/10/23	0143102	US BANK	11.88		05/05/23		
		AMAZON.COM*HS4833YH0 PLANNING COAT RACKS									
1843		11/23	AP	03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.26		05/09/23		
		POST-IT NOTES									
		ACCOUNT TOTAL						13.14	.00	13.14	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1876		11/23	AP	04/25/23	0000000	DENTONS DAVIS BROWN PC	3,877.50		05/09/23		
		LGL:RE:IMMIGRATION 03/03/23-03/31/23									
		ACCOUNT TOTAL						3,877.50	.00	3,877.50	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1845		11/23	AP	04/18/23	0143102	US BANK	255.00		05/05/23		
		AMERICAN PLANNING A AICP EXAM-JD ATODARIA									
1845		11/23	AP	04/18/23	0143102	US BANK	255.00		05/05/23		
		AMERICAN PLANNING A AICP EXAM-CHRIS SEVY									
		ACCOUNT TOTAL						510.00	.00	510.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1799		11/23	AP	04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.22		05/09/23		

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FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
RUBBER BANDS									
1799		11/23 AP		04/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	49.02		05/09/23
ENVELOPES, PAPER ROLLS									
1845		11/23 AP		04/17/23	0143102	US BANK	43.11		05/05/23
AMAZON.COM*HJ3Q34WY1 AMZN						DRYER SHEETS			
ACCOUNT TOTAL							99.35	.00	99.35
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.									
1845		11/23 AP		03/30/23	0143102	US BANK	122.79		05/05/23
AMZN MKTP US*HY3E36DR0						POOL CUES/DETERGENT/			
ACCOUNT TOTAL							122.79	.00	122.79
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
1845		11/23 AP		04/14/23	0143102	US BANK	79.38		05/05/23
FASTENAL COMPANY 01IAWAT						BALLFIELD SUPPLIES			
1845		11/23 AP		04/05/23	0143102	US BANK	336.99		05/05/23
SQ *RMP SPORTS						FIELD ANCHORS			
1845		11/23 AP		03/29/23	0143102	US BANK	24.55		05/05/23
WAL-MART #0753						PICKLES			
ACCOUNT TOTAL							440.92	.00	440.92
101-2253-423.72-42 OPERATING SUPPLIES / SWIM LESSON SUPPLIES									
1845		11/23 AP		04/04/23	0143102	US BANK	210.00		05/05/23
AMERICAN RED CROSS						2023 LIFEGAURDING			
1845		11/23 AP		03/28/23	0143102	US BANK	1,218.00		05/05/23
AMERICAN RED CROSS						2023 LIFEGUARDING			
ACCOUNT TOTAL							1,428.00	.00	1,428.00
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									
1799		11/23 AP		04/21/23	0000000	PUSH PEDAL PULL-CDR	212.00		05/09/23
KEISER BIKES PM									
1799		11/23 AP		04/19/23	0000000	MENARDS-CEDAR FALLS	33.53		05/09/23
DRIED SAND /KICKBOXING						BAGS			
1799		11/23 AP		04/19/23	0000000	MENARDS-CEDAR FALLS	23.95		05/09/23
DRIED SAND /KICKBOXING						BAGS			
1845		11/23 AP		04/19/23	0143102	US BANK	14.78		05/05/23
AMZN MKTP US*HV4E75T52						HEX KEYS MTG ROOM DOOR			
1845		11/23 AP		04/06/23	0143102	US BANK	180.00		05/05/23
ULINE *SHIP SUPPLIES						UTILITY CART			
1845		11/23 AP		04/05/23	0143102	US BANK	795.00		05/05/23
KEISER CORPORATION						CYCLING BIKE DUMBBELL			

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FUND 101 GENERAL FUND										
101-2253-423.72-47						OPERATING SUPPLIES / ADULT EXERCISE EQUIP				
1845		11/23	AP	03/31/23	0143102	US BANK	2,369.88			05/05/23
						CEN*CENTURY MA KICKBOXING BAGS				
						ACCOUNT TOTAL	3,629.14	.00	3,629.14	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES										
1845		11/23	AP	04/03/23	0143102	US BANK	89.89			05/05/23
						AMZN MKTP US*HS4UC2JW0 PAPER AND SOCCER				
						ACCOUNT TOTAL	89.89	.00	89.89	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
1799		11/23	AP	04/24/23	0000000	CARRICO AQUATIC RESOURCES INC	4,101.24			05/09/23
						STARTUP CHEMICALS				
1799		11/23	AP	04/21/23	0000000	CONTINENTAL RESEARCH CORP.	209.60			05/09/23
						SCALE AWAY				
1845		11/23	AP	04/14/23	0143102	US BANK	32.16			05/05/23
						AMZN MKTP US*HJ2HH05R1 SUPER ABSORB LIQUID				
						ACCOUNT TOTAL	4,343.00	.00	4,343.00	
101-2253-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1845		11/23	AP	03/28/23	0143102	US BANK	180.00			05/05/23
						NRPA OPERATING MEMBERSHIP-SOPPE:439939				
						ACCOUNT TOTAL	180.00	.00	180.00	
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1845		11/23	AP	03/27/23	0143102	US BANK	25.50			05/05/23
						IOWA ONLINE PAYMENTS BLS HEALTHCARE PROVIDER				
						ACCOUNT TOTAL	25.50	.00	25.50	
101-2253-423.85-01 UTILITIES / UTILITIES										
1785		10/23	AP	03/01/23	0142804	IOWA WATER MANAGEMENT CORP. (58.00		04/26/23
						ACCOUNT CORRECTION WATER MANAGEMENT SERVICE				
						ACCOUNT TOTAL	.00	58.00	58.00-	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1850		11/23	AP	05/01/23	0000000	IWMC	58.00			05/09/23
						WATER MANAGEMENT SERVICE				
1850		11/23	AP	04/30/23	0000000	CULLIGAN WATER CONDITIONING	9.55			05/09/23

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FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued				
1850		11/23 AP		04/28/23	0000000	ARAMARK	26.25			05/09/23
SALT DELIVERY										
1850		11/23 AP		04/27/23	0000000	CITY LAUNDERING CO.	55.89			05/09/23
REC MATS										
1850		11/23 AP		04/27/23	0000000	PLUMB TECH INC.	1,912.00			05/09/23
RESTOCK FIRST-AID-REC										
1799		11/23 AP		04/19/23	0000000	DRAIN DOCTOR	135.00			05/09/23
REPAIR LAP POOLVALVE & MAIN VALVE										
1785		10/23 AP		03/01/23	0142804	IOWA WATER MANAGEMENT CORP. (58.00			04/26/23
WATER MANAGEMENT SERVICE										
ACCOUNT TOTAL							2,254.69	.00		2,254.69
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
1799		11/23 AP		04/25/23	0000000	MENARDS-CEDAR FALLS	151.92			05/09/23
SQUEEGEES/BROOM/CLEANER										
1799		11/23 AP		04/14/23	0000000	ROYALTURF INC	393.75			05/09/23
SPRING INTERIOR BED PREP										
1845		11/23 AP		04/13/23	0143102	US BANK	61.13			05/05/23
O DONNELL ACE HARDWARE										
1845		11/23 AP		04/11/23	0143102	US BANK	38.76			05/05/23
O DONNELL ACE HARDWARE										
1845		11/23 AP		03/30/23	0143102	US BANK	85.50			05/05/23
THE LIFEGUARD STORE										
1845		11/23 AP		03/30/23	0143102	US BANK	15.60			05/05/23
O DONNELL ACE HARDWARE										
INDOOR POOL LOCKER										
ACCOUNT TOTAL							746.66	.00		746.66
101-2253-423.93-01 EQUIPMENT / EQUIPMENT										
1876		11/23 AP		04/27/23	0000000	CEDAR VALLEY SALES & SERVICE,	4,670.00			05/09/23
2 UTILITY TRAILERS										
ACCOUNT TOTAL							4,670.00	.00		4,670.00
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
1845		11/23 AP		04/11/23	0143102	US BANK		3.69		05/05/23
DBC*BLICK ART MATERIAL										
1845		11/23 AP		03/30/23	0143102	US BANK	65.11			05/05/23
DBC*BLICK ART MATERIAL										
1845		11/23 AP		03/22/23	0143102	US BANK	32.73			05/05/23
MICHAELS #9490										
2 ACRYLIC PAINT SETS										
ACCOUNT TOTAL							97.84	3.69		94.15

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FUND 101 GENERAL FUND										
101-2280-423.72-71						OPERATING SUPPLIES / GALLERY SUPPLIES				
1845		11/23	AP	03/30/23	0143102	US BANK	30.00		05/05/23	
						DIAMOND VOGEL PAINT #210				
						K-12 PAINT, ROLLER COVER				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
1786		11/23	AP	05/01/23	0000000	O'DONNELL ACE HARDWARE	23.67		05/09/23	
						OUTDOOR ADHESIVE, BRUSH				
						SCRAPER				
						ACCOUNT TOTAL	23.67	.00	23.67	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1786		11/23	AP	04/28/23	0000000	ARAMARK	13.74		05/09/23	
						MAT SERVICE				
1786		11/23	AP	04/13/23	0000000	WALBERG, CATHERINE M	250.00		05/09/23	
						EPHEMERAL ART ON 5-20-23				
						LEAD ARTIST				
						ACCOUNT TOTAL	263.74	.00	263.74	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
1786		11/23	AP	05/03/23	0000000	KAREN'S PRINT-RITE	219.00		05/09/23	
						FIRST 50 POSTCARDS 2023				
1786		11/23	AP	04/21/23	0000000	SIGNS BY TOMORROW	63.00		05/09/23	
						SCULPTURE GARDEN SIGN				
						ACCOUNT TOTAL	282.00	.00	282.00	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1845		11/23	AP	04/03/23	0143102	US BANK	65.33		05/05/23	
						FACEBK HSSXAPTYN2				
1845		11/23	AP	03/22/23	0143102	US BANK	185.00		05/05/23	
						BUSY BEAVER BUTTON CO.				
						CF STUDENT EXHIBIT BUTTON				
						ACCOUNT TOTAL	250.33	.00	250.33	
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1845		11/23	AP	04/19/23	0143102	US BANK	64.99		05/05/23	
						EB CEDAR VALLEY ARTS				
1845		11/23	AP	04/12/23	0143102	US BANK	64.99		05/05/23	
						EB CEDAR VALLEY ARTS				
1845		11/23	AP	03/27/23	0143102	US BANK	64.99		05/05/23	
						EB CEDAR VALLEY ARTS				
						CV ARTS SUMMIT 2023				
						ACCOUNT TOTAL	194.97	.00	194.97	

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FUND 101 GENERAL FUND										
101-2280-423.88-21						OUTSIDE AGENCIES / PUBLIC ART COMMITTEE				
1780		11/23 AP		04/14/23	0000000	BUILDERS SELECT LLC	6.99			05/09/23
						CAULK FOR EPIC STATUE				
1780		11/23 AP		04/14/23	0000000	MENARDS-CEDAR FALLS	32.02			05/09/23
						OLSENS PARK-EPIC STATUE				
1780		11/23 AP		04/13/23	0000000	BENTON'S READY MIX CONCRETE,	590.75			05/09/23
						CONCRETE FOR EPIC STATUE				
1780		11/23 AP		04/12/23	0000000	BENTON BUILDING CENTER	34.93			05/09/23
						FORM BOARD-EPIC STATUE				
1780		11/23 AP		04/12/23	0000000	BUILDERS SELECT LLC	39.98			05/09/23
						FORMS FOR EPIC STATUE				
						OLSENS PARK				
						ACCOUNT TOTAL	704.67	.00		704.67
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1786		11/23 AP		04/27/23	0000000	KAREN'S PRINT-RITE	45.40			05/09/23
						FRIENDS RENEWAL POSTCARDS				
						FOR SPRING 2023				
1845		11/23 AP		04/14/23	0143102	US BANK	236.64			05/05/23
						AMZN MKTP US*HJ7L031L2				
						POLES FOR OUTDOOR LIGHTS				
1845		11/23 AP		04/13/23	0143102	US BANK	97.65			05/05/23
						HY-VEE CEDAR FALLS 1052				
						FOOD FOR K-12 RECEPTION				
						ACCOUNT TOTAL	379.69	.00		379.69
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
1786		11/23 AP		04/19/23	0000000	O'DONNELL ACE HARDWARE	36.99			05/09/23
						5 GALLON WATER COOLER				
						FOR OUTDOOR EVENTS				
						ACCOUNT TOTAL	36.99	.00		36.99
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.12			05/09/23
						COPY PAPER				
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.08			05/09/23
						COPY PAPER				
						ACCOUNT TOTAL	15.20	.00		15.20
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1849		11/23 AP		04/28/23	0000000	ARAMARK	7.25			05/09/23
						TOWELS-STATION #2				
1849		11/23 AP		04/28/23	0000000	ARAMARK	24.60			05/09/23
						TOWELS,MATS-PSS BUILDING				
						ACCOUNT TOTAL	31.85	.00		31.85

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FUND 101 GENERAL FUND								
101-4511-1849	414.72	07		11/23 AP 04/28/23	OPERATING SUPPLIES / EMS/RESCUE SUPPLIES DASH MEDICAL GLOVES, INC.	487.20		05/09/23
1845				11/23 AP 04/14/23	EXAM GLOVES - 8 CASES US BANK	111.99		05/05/23
				11/23 AP 04/14/23	CARDIO PARTNERS INC RESCUE KITS-FIRE			
					ACCOUNT TOTAL	599.19	.00	599.19
101-4511-1849	414.72	09		11/23 AP 04/21/23	OPERATING SUPPLIES / EQUIPMENT REPAIR PROP SHOP OF CEDAR FALLS	194.91		05/09/23
1849				11/23 AP 04/17/23	SERVICE/REPAIR;ZODIAC PROP SHOP OF CEDAR FALLS	179.96		05/09/23
1849				11/23 AP 04/13/23	SERVICE/REPAIR;BOAT #572 PROP SHOP OF CEDAR FALLS	194.96		05/09/23
					SERVICE/REPAIR;BOAT #571			
					ACCOUNT TOTAL	569.83	.00	569.83
101-4511-1793	414.72	20		11/23 AP 04/27/23	OPERATING SUPPLIES / OFFICERS EQUIPMENT CITY LAUNDERING CO.	20.42		05/09/23
1849				11/23 AP 04/11/23	RESTOCK FIRST AID KITS NAGLE SIGNS INC.	2,367.48		05/09/23
					STATION #2 SIGNAGE			
					ACCOUNT TOTAL	2,387.90	.00	2,387.90
101-4511-1849	414.73	10		11/23 AP 04/20/23	OTHER SUPPLIES / HEADQUARTER SUPPLIES MENARDS-CEDAR FALLS	89.17		05/09/23
1845				11/23 AP 04/07/23	STATION SUPPLIES DISH SOAP;BATTERIES;WD40	972.88		05/05/23
1835				11/23 AP 03/31/23	TOTALLY PROMOTIONAL US BANK	385.52		05/09/23
					NAPA AUTO PARTS NAPA PARTS MARCH 2023			
					ACCOUNT TOTAL	1,447.57	.00	1,447.57
101-4511-1845	414.81	01		11/23 AP 04/06/23	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES US BANK	345.00		05/05/23
					UIOWA ONLINE PAYMENTS BLS HEALTHCARE CARDS-15			
					ACCOUNT TOTAL	345.00	.00	345.00
101-4511-1845	414.83	05		11/23 AP 04/20/23	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK	233.80		05/05/23
					JIMMY JOHNS - 0601 - MOTO MEALS-HAZMAT FIRE TRNG.			

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FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
1845				11/23	AP 04/13/23 0143102	US BANK	165.43			05/05/23
						THE OTHER PLACE U AVE				
						MEALS-FIRE @ 317 W. 22ND				
1845				11/23	AP 04/12/23 0143102	US BANK	205.44			05/05/23
						THE OTHER PLACE U AVE				
						MEALS-FIRE @ 309 W.6TH ST				
1845				11/23	AP 04/12/23 0143102	US BANK	28.04			05/05/23
						FAREWAY STORES				
						MEALS-FIRE @ 309 W.6TH ST				
1845				11/23	AP 04/05/23 0143102	US BANK	155.68			05/05/23
						HOLIDAY INN EXPRESS ALTO				
						HTL.-FIRE SCH.-K.RICHTER				
1845				11/23	AP 04/05/23 0143102	US BANK	155.68			05/05/23
						HOLIDAY INN EXPRESS ALTO				
						HTL.-FIRE SCH.-L.SCHMIDT				
						ACCOUNT TOTAL	944.07	.00	944.07	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1849				11/23	AP 05/03/23 0000000	FIRE SERVICE TRNG. BUREAU	50.00			05/09/23
						CERT FEES,YATES				
						FIRE OFFICER II				
1849				11/23	AP 04/25/23 0000000	FIRE SERVICE TRNG. BUREAU	50.00			05/09/23
						CERT FEES,ROSS				
						DRIVER OPERATOR PUMPER				
1845				11/23	AP 04/19/23 0143102	US BANK	80.00			05/05/23
						DPH REGULATORY PROGRAMS				
						EMT CERT.FEE-K.HANSON				
1845				11/23	AP 04/13/23 0143102	US BANK	80.00			05/05/23
						DPH REGULATORY PROGRAMS				
						EMT CERT.FEE-T.ADELMUND				
1845				11/23	AP 04/06/23 0143102	US BANK	127.50			05/05/23
						UIOWA ONLINE PAYMENTS				
						BLS HEALTHCARE CARDS-15				
1845				11/23	AP 04/06/23 0143102	US BANK	80.00			05/05/23
						DPH REGULATORY PROGRAMS				
						EMT CERT.FEE-J.MERCADO				
						ACCOUNT TOTAL	467.50	.00	467.50	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1849				11/23	AP 04/20/23 0000000	EQUIPMENT MANAGEMENT COMPANY	720.00			05/09/23
						ANNUAL SERVICE/REPAIR;				
						SPREADER/CUTTER/RAMS				
						ACCOUNT TOTAL	720.00	.00	720.00	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1845				11/23	AP 03/21/23 0143102	US BANK	179.99			05/05/23
						FSP*THE RUNNER'S FLAT				
						SHOES-ZACH LADAGE				
						ACCOUNT TOTAL	179.99	.00	179.99	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1801				11/23	AP 04/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70			05/09/23
						COPY PAPER				
1801				11/23	AP 04/06/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			05/09/23

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FUND 101 GENERAL FUND								
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued		
1845				11/23 AP 03/29/23	0143102 US BANK	339.70		05/05/23
					AMZN MKTP US*H74UH1782 PD CAR THERMAL PAPER			
ACCOUNT TOTAL						349.20	.00	349.20
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1793				11/23 AP 04/30/23	0000000 RASMUSSEN CO., THE	100.00		05/09/23
					TOW; CFS#23-035937			
1849				11/23 AP 04/28/23	0000000 ARAMARK	18.61		05/09/23
					MATS-PSS BUILDING			
1793				11/23 AP 04/27/23	0000000 CITY LAUNDERING CO.	20.43		05/09/23
					RESTOCK FIRST AID KITS			
1845				11/23 AP 04/19/23	0143102 US BANK	566.50		05/05/23
					INTOXIMETERS INC			
1845				11/23 AP 04/18/23	0143102 US BANK	71.50		05/05/23
					AMZN MKTP US*HV1642OZ2 2000 PBT MOUTHPIECES			
1845				11/23 AP 04/17/23	0143102 US BANK	67.50		05/05/23
					TST* ICON CEDAR FALLS			
1845				11/23 AP 04/14/23	0143102 US BANK	58.23		05/05/23
					AMZN MKTP US*HJ8HB35L1 DISP.CLOTHES FOR INMATES			
1793				11/23 AP 04/12/23	0000000 VARSITY CLEAN-CF	9.98		05/09/23
					CLEAN HONOR GUARD UNIFORM			
1845				11/23 AP 04/07/23	0143102 US BANK	972.89		05/05/23
					TOTALLY PROMOTIONAL			
1845				11/23 AP 03/30/23	0143102 US BANK	5.00		05/05/23
					GDIT FAA 347KWFK			
1845				11/23 AP 03/27/23	0143102 US BANK	31.99		05/05/23
					AMZN MKTP US*H73ML4A22 MICROPHONE STAND			
ACCOUNT TOTAL						1,922.63	.00	1,922.63
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT								
1845				11/23 AP 04/04/23	0143102 US BANK	124.59		05/05/23
					IN *ARROWHEAD SCIENTIFIC			
ACCOUNT TOTAL						124.59	.00	124.59
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
1793				11/23 AP 04/24/23	0000000 SCHEELS ALL SPORTS	197.99		05/09/23
					BIKE PATROL EQUIP-C.RYAN			
1793				11/23 AP 04/12/23	0000000 IOWA SPORTS SUPPLY, INC.	67.50		05/09/23
					SERVICE PLAQUE-HOFFA			
1793				11/23 AP 04/07/23	0000000 SCHEELS ALL SPORTS	197.99		05/09/23
					BIKE PATRL EQUIP;ANDERSEN			
ACCOUNT TOTAL						463.48	.00	463.48

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FUND 101 GENERAL FUND										
101-5521-1845	415.72	99		11/23	AP 04/12/23 0143102	OPERATING SUPPLIES / POSTAGE US BANK	11.85		05/05/23	
						THE UPS STORE 5617 SHIP EXAMS TO STANARD				
						ACCOUNT TOTAL	11.85	.00	11.85	
101-5521-1793	415.81	01		11/23	AP 04/25/23 0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES IOWA LAW ENFORCEMENT ACADEMY	150.00		05/09/23	
						EVAL OF MMFI-2; T.TAYLOR				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-5521-1793	415.83	04		11/23	AP 03/23/23 0000000	TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS IOWA ASSOC.-WOMEN POLICE	100.00		05/09/23	
						2023 MEMBERSHIP DUES 10 DID NOT ATTEND CONF				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-5521-1845	415.83	05		11/23	AP 04/14/23 0143102	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) US BANK	48.00		05/05/23	
						IRISH DEMOCRAT MEALS-RECRUITING EVENT				
1845				11/23	AP 04/04/23 0143102	US BANK	403.20		05/05/23	
						MARRIOTT WEST DES MOIN HTL.-ISRLOA CONF.-A.SPRAY				
1845				11/23	AP 04/04/23 0143102	US BANK	403.20		05/05/23	
						MARRIOTT WEST DES MOIN HTL.-ISRLOA CONF-K.DUBOIS				
1845				11/23	AP 03/23/23 0143102	US BANK	23.00		05/05/23	
						MERCYONE WTRLO MDCT WE HEROES AMOUNG US EVENT-1				
1845				11/23	AP 03/22/23 0143102	US BANK	138.00		05/05/23	
						MERCYONE WTRLO MDCT WE HEROES AMONG US EVENT-6				
						ACCOUNT TOTAL	1,015.40	.00	1,015.40	
101-5521-1845	415.83	06		11/23	AP 04/14/23 0143102	TRANSPORTATION&EDUCATION / EDUCATION US BANK	495.00		05/05/23	
						BLUE TO GOLD REG:ADV.TRAF.STOPS-4/25-7				
1845				11/23	AP 04/04/23 0143102	US BANK	150.00		05/05/23	
						IOWA POLICE CHIEFS ASSOCI REG:ANNUAL CONF.-M.HOWARD				
1845				11/23	AP 04/03/23 0143102	US BANK	150.00		05/05/23	
						IOWA POLICE CHIEFS ASSOCI REG:IPCA CONF.-C.BERTE				
1845				11/23	AP 04/03/23 0143102	US BANK	75.00		05/05/23	
						WPY*COVERT MEDIA CONSULTI REG:SOC.MEDIA ACCT.-KOHLS				
1845				11/23	AP 03/24/23 0143102	US BANK	850.00		05/05/23	
						LAW ENFORCEMENT SEMINARS BACKGROUND INVEST.4/3-4/4				
1845				11/23	AP 03/24/23 0143102	US BANK	495.00		05/05/23	
						BLUE TO GOLD REG:ADV.TRAF.STOPS-4/25-7				
						ACCOUNT TOTAL	2,215.00	.00	2,215.00	

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									POST DT	
FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1793		11/23 AP		04/24/23	0000000	DICKEY'S PRINTING	90.00			05/09/23
						10 CLOTH NAMETAGS REIMERS & T.TAYLOR				
ACCOUNT TOTAL							90.00	.00	90.00	
101-5521-415.93-01						EQUIPMENT / EQUIPMENT				
1845		11/23 AP		03/31/23	0143102	US BANK	59.98			05/05/23
						AMZN MKTP US*HY9EG7ZF2 WEBCAMS FOR PUBLIC SAFETY				
ACCOUNT TOTAL							59.98	.00	59.98	
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1868		11/23 AP		04/04/23	0000000	BENTON BUILDING CENTER	628.96			05/09/23
						NEW TRAILER				
1835		11/23 AP		03/31/23	0000000	NAPA AUTO PARTS	52.67			05/09/23
						NAPA PARTS MARCH 2023				
ACCOUNT TOTAL							681.63	.00	681.63	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1853		11/23 AP		05/01/23	0000000	O'DONNELL ACE HARDWARE	6.99			05/09/23
						BATTERY				
PROJECT#:					062501					
1853		11/23 AP		04/27/23	0000000	CONTINENTAL RESEARCH CORP.	448.69			05/09/23
						DRAIN CLEANER, DRAIN MAINTAINER				
PROJECT#:					062511					
1853		11/23 AP		04/26/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	94.40			05/09/23
						LINERS				
PROJECT#:					062506					
1853		11/23 AP		04/25/23	0000000	ECHO GROUP, INC.	248.53			05/09/23
						WIRE, NUTS AND LABELS				
PROJECT#:					062506					
1853		11/23 AP		04/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	418.91			05/09/23
						TOWEL, TISSUE AND SOAP				
PROJECT#:					062501					
1853		11/23 AP		04/25/23	0000000	O'DONNELL ACE HARDWARE	25.38			05/09/23
						MOUNTING TAPE AND ADHESIV E				
PROJECT#:					062501					
1780		11/23 AP		04/21/23	0000000	O'DONNELL ACE HARDWARE	36.67			05/09/23
						SPONGE, BRUSH,SCREWDRIVER				
PROJECT#:					062501					
1853		11/23 AP		04/21/23	0000000	NASSCO, INC.	117.92			05/09/23
						FLOOR SCRUBBER PAD DRIVER				
PROJECT#:					062501					
1780		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	169.95			05/09/23
						HAIR AND BODY WASH				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
PROJECT#: 062507										
1780		11/23	AP	04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT		79.81		05/09/23
CREDIT FOR TISSUE										
PROJECT#: 062503										
1780		11/23	AP	04/18/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	351.92			05/09/23
LINERS										
PROJECT#: 062501										
1845		11/23	AP	04/13/23	0143102	US BANK	70.88			05/05/23
AMZN MKTP US*HJ2U939D0 MOUNTING PLATE										
PROJECT#: 062506										
1845		11/23	AP	04/11/23	0143102	US BANK	27.87			05/05/23
AMZN MKTP US*HJ6W21XN0 ADA REFERENCE CARD MARKER										
PROJECT#: 062506										
1845		11/23	AP	04/10/23	0143102	US BANK		65.99		05/05/23
AMZN MKTP US REF: VITAL OXIDE CLEANER										
PROJECT#: 062506										
1845		11/23	AP	04/07/23	0143102	US BANK	17.13			05/05/23
AMZN MKTP US*HS2GS3V51 MARKERS										
PROJECT#: 062506										
1780		11/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.17			05/09/23
LINERS, TISSUE AND TOWELS										
PROJECT#: 062503										
1780		11/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	115.74			05/09/23
LINERS, TISSUE AND TOWELS										
PROJECT#: 062505										
1780		11/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	82.21			05/09/23
LINERS, TISSUE AND TOWELS										
PROJECT#: 062507										
1780		11/23	AP	04/05/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	213.94			05/09/23
LINERS, TISSUE AND TOWELS										
PROJECT#: 062511										
1780		11/23	AP	04/04/23	0000000	SHERWIN-WILLIAMS COMPANY	35.67			05/09/23
PAINT										
PROJECT#: 062501										
1835		11/23	AP	03/31/23	0000000	NAPA AUTO PARTS	836.90			05/09/23
NAPA PARTS MARCH 2023										
1845		11/23	AP	03/31/23	0143102	US BANK	65.87			05/05/23
AMZN MKTP US*HY3D509R0 TV MOUNTS										
PROJECT#: 062501										
1845		11/23	AP	03/31/23	0143102	US BANK	7.98			05/05/23
AMZN MKTP US*HY4734MJ1 BADGE HOLDERS FOR										
PROJECT#: 062506										
1845		11/23	AP	03/21/23	0143102	US BANK	46.16			05/05/23
AMZN MKTP US*H768B0J70 WATER FILTERS, EDGING										
PROJECT#: 062501										
1845		11/23	AP	03/21/23	0143102	US BANK	7.95			05/05/23
AMZN MKTP US*HC5AW37C1 SWITCH PLATE COVER										
PROJECT#: 062501										
ACCOUNT TOTAL							3,484.83	145.80		3,339.03

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									POST DT	
FUND 101 GENERAL FUND										
101-6616-446.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
1845		11/23	AP	04/03/23	0143102	US BANK	124.76			05/05/23
						AMVAN				
						WIRE WINDOW PROTECTOR				
						PROJECT#: 062506				
ACCOUNT TOTAL							124.76	.00	124.76	
101-6616-446.73-06						OTHER SUPPLIES / BUILDING REPAIR				
1853		11/23	AP	05/01/23	0000000	O'DONNELL ACE HARDWARE	56.76			05/09/23
						PICTURE HANGERS AND LEVEL				
						PROJECT#: 062501				
1845		11/23	AP	04/20/23	0143102	US BANK	359.55			05/05/23
						BALLASTSHOP				
						LED DRIVERS				
						PROJECT#: 062506				
1868		11/23	AP	04/20/23	0000000	MENARDS-CEDAR FALLS	31.45			05/09/23
						DRYWALL SPACKLE, PRIMER				
						SPONGE SANDER				
						PROJECT#: 062501				
ACCOUNT TOTAL							447.76	.00	447.76	
101-6616-446.81-08						PROFESSIONAL SERVICES / PEST CONTROL				
1853		11/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	49.19			05/09/23
						PEST CONTROL				
						PROJECT#: 062511				
1853		11/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	24.96			05/09/23
						PEST CONTROL				
						PROJECT#: 062508				
1853		11/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	85.60			05/09/23
						PEST CONTROL				
						PROJECT#: 062515				
1853		11/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	32.10			05/09/23
						PEST CONTROL				
						PROJECT#: 062510				
1853		11/23	AP	05/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	26.75			05/09/23
						PEST CONTROL				
						PROJECT#: 062505				
ACCOUNT TOTAL							218.60	.00	218.60	
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS				
1853		11/23	AP	04/28/23	0000000	ARAMARK	48.45			05/09/23
						MAT SERVICE				
						PROJECT#: 062506				
1853		11/23	AP	04/28/23	0000000	ARAMARK	31.35			05/09/23
						MAT SERVICE				
						PROJECT#: 062501				
1780		11/23	AP	04/20/23	0000000	BASEPOINT BUILDING AUTOMATION	225.00			05/09/23

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FUND 101 GENERAL FUND									
101-6616-446		86-02		REPAIR & MAINTENANCE / BUILDINGS & GROUNDS			304.80	.00	304.80
				ADA OPENER REPAIR					
				PROJECT#:	062509				
				ACCOUNT TOTAL			304.80	.00	304.80
101-6623-423		86-01		REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			105.00		05/09/23
1835				11/23 AP 04/28/23 0000000		TESTAMERICA LABORATORIES, INC			
				PHEASANT RIDGE WATER TEST					
				ACCOUNT TOTAL			105.00	.00	105.00
101-6625-432		71-01		OFFICE SUPPLIES / OFFICE SUPPLIES			47.52		05/05/23
1845				11/23 AP 04/10/23 0143102		US BANK			
				AMAZON.COM*HS4833YH0		ENG COAT HANGERS			
1843				11/23 AP 03/02/23 0000000		OFFICE EXPRESS OFFICE PRODUCT	14.80		05/09/23
				NITRILE GLOVES					
1843				11/23 AP 03/02/23 0000000		OFFICE EXPRESS OFFICE PRODUCT	3.86		05/09/23
				POST-IT NOTES					
				ACCOUNT TOTAL			66.18	.00	66.18
101-6625-432		72-16		OPERATING SUPPLIES / TOOLS			218.00		05/05/23
1845				11/23 AP 04/13/23 0143102		US BANK			
				HOMEDEPOT.COM		BOX LEVELS			
				ACCOUNT TOTAL			218.00	.00	218.00
101-6625-432		72-17		OPERATING SUPPLIES / UNIFORMS			21.01		05/09/23
1784				11/23 AP 04/21/23 0000000		SERVICEWEAR APPAREL, INC.			
				POLO-J LUZUM					
				ACCOUNT TOTAL			21.01	.00	21.01
101-6625-432		72-60		OPERATING SUPPLIES / SAFETY SUPPLIES			76.01		05/09/23
1784				11/23 AP 04/11/23 0000000		SERVICEWEAR APPAREL, INC.			
				HI-VIS-J LUZUM		SOFTSHELL JACKET			
1784				11/23 AP 03/27/23 0000000		R & R INDUSTRIES, INC.	661.33		05/09/23
				HI-VIS-VAN RADEN,CORDES;		INVENTORY-HATS			
				ACCOUNT TOTAL			737.34	.00	737.34
101-6625-432		73-05		OTHER SUPPLIES / OPERATING EQUIPMENT			1,046.75		05/05/23
1845				11/23 AP 03/30/23 0143102		US BANK			

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FUND 101 GENERAL FUND									
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
ALLEN PRECISION EQUIPMENT						ENGINEERING EQUIPMENT			
ACCOUNT TOTAL							1,046.75	.00	1,046.75
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1868				11/23 AP 04/28/23	0000000	O'DONNELL ACE HARDWARE	33.38		05/09/23
CITY HALL FLAG									
1853				11/23 AP 04/27/23	0000000	ZIMCO SUPPLY CO.	807.00		05/09/23
LAWN CHEMICALS									
1868				11/23 AP 04/27/23	0000000	BENTON BUILDING CENTER	43.33		05/09/23
PARKS INVENTORY									
1868				11/23 AP 04/25/23	0000000	O'DONNELL ACE HARDWARE	32.99		05/09/23
PARKS TOOLS BESS STREETER									
1780				11/23 AP 04/24/23	0000000	D & N FENCE CO. INC.	585.00		05/09/23
GATE REPAIR									
1853				11/23 AP 04/21/23	0000000	MENARDS-CEDAR FALLS	28.02		05/09/23
ARBORIST TREE SUPPLIES									
1845				11/23 AP 04/20/23	0143102	US BANK	88.03		05/05/23
FARM & FLT OF CEDAR FLS									
1780				11/23 AP 04/17/23	0000000	BENTON'S READY MIX CONCRETE,	304.50		05/09/23
CITY HALL FLAG POLE									
1835				11/23 AP 04/14/23	0000000	ZIMCO SUPPLY CO.	20.00		05/09/23
HAND SPREADER									
1835				11/23 AP 03/31/23	0000000	NAPA AUTO PARTS	351.77		05/09/23
NAPA PARTS MARCH 2023									
1835				11/23 AP 07/19/22	0000000	ZIMCO SUPPLY CO.		130.00	05/09/23
CREDIT -INVOICE #170415									
ACCOUNT TOTAL							2,294.02	130.00	2,164.02
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1845				11/23 AP 03/21/23	0143102	US BANK	695.00		05/05/23
PAYPAL *IOWAARBORIS									
REG: TREE RISK ASSESSMENT									
ACCOUNT TOTAL							695.00	.00	695.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1868				11/23 AP 05/04/23	0000000	HENDRICKSON, JOHN M.	600.00		05/09/23
BEAVER REMOVAL 11/2022									
THROUGH 4/2023									
1853				11/23 AP 04/14/23	0000000	COOLEY PUMPING, LLC	135.00		05/09/23
PORTA POTTY TROUT STOCKIN									
G									
1853				11/23 AP 04/07/23	0000000	COOLEY PUMPING, LLC	95.00		05/09/23
PORTA POTTY POLICE OFFICE									
PARK									
1853				11/23 AP 04/07/23	0000000	COOLEY PUMPING, LLC	115.00		05/09/23
PORTA POTTY EL DORADO									
ACCOUNT TOTAL							945.00	.00	945.00

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FUND 101 GENERAL FUND									
101-6633-1853		423.92	01	11/23 AP 04/25/23	0000000	STRUCTURE IMPROV & BLDGS / WAPSIE PINES LAWN CARE/LANDSC NURSERY TREES	8,887.80		05/09/23
						ACCOUNT TOTAL	8,887.80	.00	8,887.80
101-6633-423.93-01 EQUIPMENT / EQUIPMENT									
101-6633-1853		423.93	01	11/23 AP 04/11/23	0000000	FERTILIZER DEALER SUPPLY, INC SPRAYER	3,570.00		05/09/23
						ACCOUNT TOTAL	3,570.00	.00	3,570.00
						FUND TOTAL	83,993.75	550.34	83,443.41
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-1780		436.71	01	11/23 AP 04/20/23	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT CREDIT FOR PADHOLDER		20.24	05/09/23
						ACCOUNT TOTAL	.00	20.24	20.24-
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
206-6637-1835		436.72	16	11/23 AP 04/28/23	0000000	O'DONNELL ACE HARDWARE SUPPLIES FOR TOOL VAN	67.06		05/09/23
						ACCOUNT TOTAL	67.06	.00	67.06
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
206-6637-1868		436.72	54	11/23 AP 04/27/23	0000000	MENARDS-CEDAR FALLS GRINDING WHEEL	59.97		05/09/23
206-6637-1868		436.72	54	11/23 AP 04/25/23	0000000	MENARDS-CEDAR FALLS NUTS AND BOLTS	40.74		05/09/23
206-6637-1868		436.72	54	11/23 AP 04/21/23	0000000	O'DONNELL ACE HARDWARE NUTS AND BOLTS	21.78		05/09/23
						ACCOUNT TOTAL	122.49	.00	122.49
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
206-6637-1845		436.72	56	11/23 AP 04/03/23	0143102	US BANK FLEET FARM 5600 WINCH FOR CLEARING	669.98		05/05/23
						ACCOUNT TOTAL	669.98	.00	669.98

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1780		11/23	AP	04/14/23	0000000	O'DONNELL ACE HARDWARE BOOSTER CABLE	23.99		05/09/23
ACCOUNT TOTAL							23.99	.00	23.99
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS									
1780		11/23	AP	04/13/23	0000000	BLACKBURN MFG. CO. FLAGS FOR ONE CALLING STREET PROJECTS	141.02		05/09/23
ACCOUNT TOTAL							141.02	.00	141.02
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
1853		11/23	AP	04/30/23	0000000	GIERKE-ROBINSON COMPANY, INC., CONCRETE CURE	104.54		05/09/23
1868		11/23	AP	04/28/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE- BOXOUT REPAIR PRODUCTION WAY	486.00		05/09/23
1868		11/23	AP	04/27/23	0000000	BENTON'S READY MIX CONCRETE, W 7TH STREET AND 13TH ST CONCRETE FOR CFU REPAIR	2,953.75		05/09/23
PROJECT#: 062436									
1835		11/23	AP	04/25/23	0000000	BUILDERS SELECT LLC FORM LUMBER	62.97		05/09/23
PROJECT#: 062436									
1868		11/23	AP	04/25/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR OLIVE STREET	1,181.50		05/09/23
PROJECT#: 062436									
1835		11/23	AP	04/21/23	0000000	BENTON'S SAND & GRAVEL, INC. ROCK FOR BACKFILL	44.74		05/09/23
1780		11/23	AP	04/20/23	0000000	BITUMINOUS MATERIALS & SUPPLY CRS-2 SPRAY PATCH	2,115.59		05/09/23
1835		11/23	AP	04/19/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU PATCHES	834.00		05/09/23
PROJECT#: 062436									
1780		11/23	AP	04/18/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE CFU- CLAY STREET	973.00		05/09/23
PROJECT#: 062436									
1835		11/23	AP	04/06/23	0000000	WHITE CAP, LP CONCRETE REBAR HOLDERS	222.56		05/09/23
1835		11/23	AP	03/31/23	0000000	NAPA AUTO PARTS NAPA PARTS MARCH 2023	588.00		05/09/23
ACCOUNT TOTAL							9,566.65	.00	9,566.65
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1845		11/23	AP	04/20/23	0143102	US BANK HILTON OMAHA FB	18.65		05/05/23
1845		11/23	AP	04/19/23	0143102	US BANK BREAKFAST-N. ERIKSON 4/18	15.63		05/05/23

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									POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
HILTON OMAHA FB						BREAKFAST:J.YEARROOUS 4/17				
1845		11/23 AP	04/19/23	0143102	US BANK		15.63		05/05/23	
HILTON OMAHA FB						BREAKFAST-N.ERIKSON 4/17				
1845		11/23 AP	04/18/23	0143102	US BANK		19.59		05/05/23	
JETHRO S N JAKE S SMOKEH						LUNCH:J YEAROUS 04/16/23				
1845		11/23 AP	04/18/23	0143102	US BANK		21.14		05/05/23	
JETHRO S N JAKE S SMOKEH						LUNCH-N.ERIKSON 4/16				
ACCOUNT TOTAL							90.64	.00	90.64	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1784		11/23 AP	04/27/23	0000000	PETERSON CONTRACTORS		419,136.28		05/09/23	
3240-W 27TH STREET RECON										
PROJECT#: 023240										
1784		11/23 AP	04/14/23	0000000	AECOM TECHNICAL SERVICES, INC		7,946.26		05/09/23	
3240-W 27TH ST RECON						THROUGH 04/14/23				
PROJECT#: 023240										
ACCOUNT TOTAL							427,082.54	.00	427,082.54	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1835		11/23 AP	04/19/23	0000000	LAWSON PRODUCTS, INC.		324.96		05/09/23	
HARD WARE AND ELECTRICAL						SUPPLIES				
1845		11/23 AP	04/13/23	0143102	US BANK		180.00		05/05/23	
RADWELL INTERNATIONAL						ELECTRICAL SUPPLIES				
1845		11/23 AP	04/13/23	0143102	US BANK		18.36		05/05/23	
RADWELL INTERNATIONAL						ELECTRICAL SUPPLIES				
1845		11/23 AP	04/03/23	0143102	US BANK		181.50		05/05/23	
RADWELL INTERNATIONAL						ELECTRICAL SUPPLIES				
1835		11/23 AP	03/31/23	0000000	NAPA AUTO PARTS		264.41		05/09/23	
NAPA PARTS MARCH 2023										
ACCOUNT TOTAL							969.23	.00	969.23	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
1835		11/23 AP	04/25/23	0000000	O'DONNELL ACE HARDWARE		257.59		05/09/23	
HAND TOOLS										
ACCOUNT TOTAL							257.59	.00	257.59	
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS										
1835		11/23 AP	04/25/23	0000000	TRAFFIC CONTROL CORPORATION		150.00		05/09/23	
TRAFFIC SIGNAL COMPONENTS										
ACCOUNT TOTAL							150.00	.00	150.00	

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-1835	436.73-25	11/23 AP		04/27/23	0000000	OTHER SUPPLIES / TRAFFIC SIGNS TAPCO REFLECTIVE STRIPS	220.69			05/09/23
ACCOUNT TOTAL							220.69	.00	220.69	
FUND TOTAL							439,361.88	20.24	439,341.64	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-1801	432.71-01	11/23 AP		04/20/23	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42			05/09/23
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			05/09/23
1843		11/23 AP		03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-IT NOTES	.53			05/09/23
ACCOUNT TOTAL							6.23	.00	6.23	
217-2214-1802	432.81-01	11/23 AP		05/01/23	0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES ONE SOURCE THE BACKGROUND CHE APRIL APPLICANTS SEC 8	316.00			05/09/23
ACCOUNT TOTAL							316.00	.00	316.00	
FUND TOTAL							322.23	.00	322.23	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-1801	432.71-01	11/23 AP		04/20/23	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			05/09/23
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52			05/09/23
1843		11/23 AP		03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-IT NOTES	.11			05/09/23
ACCOUNT TOTAL							3.91	.00	3.91	
223-2224-1802	432.81-01	11/23 AP		03/31/23	0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES IOWA NORTHLAND REGIONAL CO. O FFY22 ENT AGENCY AWARDS MARCH EXPENSES	1,163.44			05/09/23
1802		11/23 AP		03/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	893.98			05/09/23

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FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued		
FFY22 PLAN & REPORTS								
1802		11/23 AP		03/31/23	0000000 IOWA NORTHLAND REGIONAL CO. O	131.94		05/09/23
CARES CV-3 AGENCY AWARD								
PROJECT#: 022354								
ACCOUNT TOTAL						2,189.36	.00	2,189.36
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT								
1802		11/23 AP		03/31/23	0000000 IOWA NORTHLAND REGIONAL CO. O	1,689.80		05/09/23
FFY20 ENT.SIDEWALKS								
PROJECT#: 023248								
1802		11/23 AP		03/31/23	0000000 IOWA NORTHLAND REGIONAL CO. O	2,487.12		05/09/23
FFY22 ENT SIDEWALKS								
PROJECT#: 023315								
1797		10/23 AP		02/28/23	0004806 IOWA NORTHLAND REGIONAL CO. O		537.27	04/27/23
PROJECT NUMBER CORRECTION								
PROJECT#: 023296								
1797		10/23 AP		02/28/23	0004806 IOWA NORTHLAND REGIONAL CO. O	537.27		04/27/23
FFY21 ENT.SIDEWALKS								
PROJECT#: 023248								
ACCOUNT TOTAL						4,714.19	537.27	4,176.92
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1802		11/23 AP		03/31/23	0000000 IOWA NORTHLAND REGIONAL CO. O	1,164.64		05/09/23
FFY22 SINGLE FAMILY REHAB								
1802		11/23 AP		03/31/23	0000000 IOWA NORTHLAND REGIONAL CO. O	127.17		05/09/23
FFY22 RENT REHAB								
ACCOUNT TOTAL						1,291.81	.00	1,291.81
FUND TOTAL						8,199.27	537.27	7,662.00
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON								
1784		11/23 AP		04/11/23	0000000 AECOM TECHNICAL SERVICES, INC	9,418.37		05/09/23
3271-N CEDAR HEIGHTS PH1								
PROJECT#: 023271								
ACCOUNT TOTAL						9,418.37	.00	9,418.37
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION								
1784		11/23 AP		04/28/23	0000000 PETERSON CONTRACTORS	123,908.50		05/09/23

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FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION						continued			
3299-2023 STREET RECON									
PROJECT#: 023299									
ACCOUNT TOTAL							123,908.50	.00	123,908.50
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1784		11/23 AP		04/28/23	0000000	PETERSON CONTRACTORS	555,965.35		05/09/23
3283-MAIN ST RECONSTRUCT									
PROJECT#: 023283									
ACCOUNT TOTAL							555,965.35	.00	555,965.35
FUND TOTAL							689,292.22	.00	689,292.22
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1843		11/23 AP		05/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.15		05/09/23
STANDARD STAPLES									
1801		11/23 AP		04/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.54		05/09/23
THERMAL CC PAPER ROLLS									
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.65		05/09/23
CORRECTION TAPE									
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		05/09/23
COPY PAPER									
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.55		05/09/23
5X8 NOTE PADS/TAB DIVIDER									
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		05/09/23
COPY PAPER									
1845		11/23 AP		03/29/23	0143102	US BANK	86.38		05/05/23
B&H PHOTO 800-606-6969									
MEM CARD READER/TRIPD CAS									
1845		11/23 AP		03/24/23	0143102	US BANK	32.98		05/05/23
AMZN MKTP US*H73YQ6PR1									
DSPLAY LIGHT KIT/POWER PK									
ACCOUNT TOTAL							130.85	.00	130.85
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1845		11/23 AP		03/22/23	0143102	US BANK	50.00		05/05/23
TST* THE OTHER PLACE CEDA									
MEAL-BUS.&INDUST. AWARDS									
ACCOUNT TOTAL							50.00	.00	50.00
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
1843		11/23 AP		05/02/23	0000000	B & H PHOTO-VIDEO-PRO AUDIO	3,034.74		05/09/23
BUFFALO TERASTATN SERVER									
P.O. 56849									

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FUND 254 CABLE TV FUND										
254-1088-431.93-01 EQUIPMENT / EQUIPMENT						continued				
1845		11/23 AP		04/18/23	0143102	US BANK	472.95			05/05/23
						MANUAL LENS/FLASH TRIGGER				
1845		11/23 AP		04/17/23	0143102	US BANK	532.76			05/05/23
						B&H PHOTO 800-606-6969				
						SMART APP LCD UPS				
1845		11/23 AP		04/06/23	0143102	US BANK	114.30			05/05/23
						AMZN MKTP US*HS90U40A1				
						16-WAY CATV RF SPLITTER				
1845		11/23 AP		04/03/23	0143102	US BANK	90.56			05/05/23
						B&H PHOTO 800-606-6969				
						BATTERY CONVERTER				
1845		11/23 AP		03/29/23	0143102	US BANK	1,806.45			05/05/23
						B&H PHOTO 800-606-6969				
						STUDIO VIEWFINDER/MEM CRD				
1845		11/23 AP		03/29/23	0143102	US BANK	630.23			05/05/23
						B&H PHOTO 800-606-6969				
						VIEWFINDER & CAMERA CASES				
						ACCOUNT TOTAL	6,681.99	.00		6,681.99
						FUND TOTAL	6,862.84	.00		6,862.84
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1843		11/23 AP		05/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09			05/09/23
						STANDARD STAPLES				
1801		11/23 AP		04/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.96			05/09/23
						THERMAL CC PAPER ROLLS				
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.41			05/09/23
						CORRECTION TAPE				
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			05/09/23
						COPY PAPER				
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.97			05/09/23
						5X8 NOTE PADS/TAB DIVIDER				
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			05/09/23
						COPY PAPER				
1843		11/23 AP		03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.05			05/09/23
						POST-IT NOTES				
						ACCOUNT TOTAL	9.18	.00		9.18
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1801		11/23 AP		04/30/23	0000000	IPS GROUP, INC	155.04			05/09/23
						GATEWAY FEES-APRIL'23				
						(2 PAY STATIONS)				
1843		11/23 AP		04/30/23	0000000	IPS GROUP, INC	2,801.75			05/09/23
						PRKNG CITATION FEES-APR23				
						ACCOUNT TOTAL	2,956.79	.00		2,956.79
						FUND TOTAL	2,965.97	.00		2,965.97

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FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1845		11/23 AP		04/11/23	0143102	US BANK	15.31			05/05/23
						WM SUPERCENTER #753				
1845		11/23 AP		04/03/23	0143102	US BANK	34.99			05/05/23
						AMZN MKTP US*HY91L2QP2				
						ACRYLIC SHELVES				
						ACCOUNT TOTAL	50.30	.00		50.30
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1859		11/23 AP		05/04/23	0000000	AMPERAGE MARKETING & FUNDRAIS	3,300.00			05/09/23
						JUNE DIGITAL AD CAMP				
						GOOGLE/FACEBOOK				
1859		11/23 AP		05/01/23	0000000	AMPERAGE MARKETING & FUNDRAIS	1,500.00			05/09/23
						FAMILY ACTIVITIES DIGITAL				
						ADS - CREATIVE SERVICES				
						ACCOUNT TOTAL	4,800.00	.00		4,800.00
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
1859		11/23 AP		05/01/23	0000000	KATE BRENNAN HALL ILLUSTR. & PR	206.00			05/09/23
						TOWELS/CARDS/STICKERS/				
						POSTER				
1845		11/23 AP		04/11/23	0143102	US BANK	17.82			05/05/23
						WM SUPERCENTER #753				
						SODA/WATER				
						ACCOUNT TOTAL	223.82	.00		223.82
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1845		11/23 AP		04/12/23	0143102	US BANK	4.00			05/05/23
						DSM PARKING 4TH AND GRAND				
						PARKING ITIP BOARD				
1845		11/23 AP		03/27/23	0143102	US BANK	144.48			05/05/23
						PRAIRIE MEADOWS HOTEL				
						HOTEL-IA TOURISM CONFERENC				
						ACCOUNT TOTAL	148.48	.00		148.48
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1859		11/23 AP		04/28/23	0000000	ARAMARK	7.80			05/09/23
						MAT SERVICE				
						ACCOUNT TOTAL	7.80	.00		7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
1859		11/23 AP		04/21/23	0000000	SANDEE'S	150.00			05/09/23
						CF TOURISM TORCH AWARDS				
						VOLUNTEER/EVENT/ATTRACT				
1845		11/23 AP		04/17/23	0143102	US BANK	47.10			05/05/23
						AMZN MKTP US*HJ4JI7532				
						48 GOLF BALLS				
						ACCOUNT TOTAL	197.10	.00		197.10

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FUND 261 TOURISM & VISITORS										
261-2291-1859	423.85-52	UTILITIES /				TOURISM MARKETING GRANTS				
	11/23	AP	03/23/23	0000000	2RHINOS LLC		1,500.00			05/09/23
					IAWRESTLE NIGHT OF CONFLC	AT GBPAC				
ACCOUNT TOTAL							1,500.00	.00	1,500.00	
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS										
261-2291-1876	11/23	AP	04/28/23	0000000	COMMUNITY MAIN STREET		6,000.00			05/09/23
					2ND 1/2 PAYMENT FOR FY23	ECON. DEV. GRANT				
261-2291-1876	11/23	AP	04/28/23	0000000	COMMUNITY MAIN STREET		3,000.00			05/09/23
					2ND 1/2 PAYMENT FOR FY23	FACADE				
ACCOUNT TOTAL							9,000.00	.00	9,000.00	
FUND TOTAL							15,927.50	.00	15,927.50	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-1846	423.72-01	OPERATING SUPPLIES /				OPERATING SUPPLIES				
	11/23	AP	04/20/23	0143102	US BANK		33.60			05/05/23
					AMAZON.COM*HV9NU4H11	COFFEE CREAMER				
262-1092-1846	11/23	AP	04/06/23	0143102	US BANK		55.58			05/05/23
					AMAZON.COM*HS5YH9D80 AMZN	REG. & DECAF COFFEE				
262-1092-1846	11/23	AP	03/31/23	0143102	US BANK		17.99			05/05/23
					AMZN MKTP US*HY73K77Z0	BUTTERSCOTCH CANDY				
262-1092-1846	11/23	AP	03/31/23	0143102	US BANK		39.99			05/05/23
					AMZN MKTP US*HY31E79S0	SUGAR PACKETS				
ACCOUNT TOTAL							147.16	.00	147.16	
262-1092-1703	423.86-01	REPAIR & MAINTENANCE /				REPAIR & MAINTENANCE				
	11/23	AP	04/28/23	0000000	ARAMARK		7.80			05/09/23
					COMM. CENTER MAT SERVICE					
ACCOUNT TOTAL							7.80	.00	7.80	
262-1092-1703	423.89-08	MISCELLANEOUS SERVICES /				BUS TRIPS/PROGRAMMING				
	11/23	AP	04/26/23	0000000	HEARST CENTER FOR THE ARTS		100.00			05/09/23
					PAINT ALONG 4/26/23					
262-1092-1846	11/23	AP	04/12/23	0143102	US BANK		474.55			05/05/23
					PY *SHIRT SHACK INC.	WALKING CLUB T-SHIRTS				
ACCOUNT TOTAL							574.55	.00	574.55	
FUND TOTAL							729.51	.00	729.51	

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FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
296-6623-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1853				11/23	AP 04/21/23 0000000	WILSON RESTAURANT SUPPLY, INC	747.02			05/09/23
						ICE MAKER DOOR				
						PROJECT#: 062516				
						ACCOUNT TOTAL	747.02	.00	747.02	
						FUND TOTAL	747.02	.00	747.02	
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
410-1220-431.96-88						SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER				
1784				11/23	AP 04/28/23 0000000	PETERSON CONTRACTORS	42,340.50			05/09/23
						3283-MAIN ST RECONSTRUCT				
						PROJECT#: 023283				
						ACCOUNT TOTAL	42,340.50	.00	42,340.50	
						FUND TOTAL	42,340.50	.00	42,340.50	
FUND 430						2004 TIF BOND				
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION				
1784				11/23	AP 04/26/23 0000000	PETERSON CONTRACTORS	321,650.65			05/09/23
						3189-W VIKING IND.PARK V				
						PROJECT#: 023189				
						ACCOUNT TOTAL	321,650.65	.00	321,650.65	
430-1220-431.97-70						TIF BOND PROJECTS / VIKING ROAD				
1784				11/23	AP 04/24/23 0000000	SNYDER & ASSOCIATES, INC.	20,123.50			05/09/23
						3212-WEST VIKING RD RECON SERVICES 03/01-03/31/23				
						PROJECT#: 023212				
						ACCOUNT TOTAL	20,123.50	.00	20,123.50	

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FUND 430 2004 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1801		11/23 AP		04/25/23	0000000	AHLERS AND COONEY, P.C.	228.00		05/09/23	
						LGL:CONTESTED SERV. AREA				
						03/24/23-04/10/23				
1843		11/23 AP		04/21/23	0000000	AHLERS AND COONEY, P.C.	753.00		05/09/23	
						LGL:URBAN RENEWAL				
						03/20/23-04/12/23				
						ACCOUNT TOTAL	981.00	.00	981.00	
						FUND TOTAL	342,755.15	.00	342,755.15	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION										
1853		11/23 AP		05/02/23	0000000	BUILDERS SELECT LLC	96.30		05/09/23	
						FORM BOARDS				
						PROJECT#: 023266				
1853		11/23 AP		05/02/23	0000000	GIERKE-ROBINSON COMPANY, INC.	304.00		05/09/23	
						EXPANSION OF INFILL 2021				
						PROJECT#: 023266				
						ACCOUNT TOTAL	400.30	.00	400.30	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
1784		11/23 AP		04/28/23	0000000	PETERSON CONTRACTORS	299,775.54		05/09/23	
						3228-GREENHILL/S MAIN INT				
						PROJECT#: 023228				
						ACCOUNT TOTAL	299,775.54	.00	299,775.54	
						FUND TOTAL	300,175.84	.00	300,175.84	
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL										
1845		11/23 AP		03/28/23	0143102	US BANK	1,190.00		05/05/23	
						WM SUPERCENTER #753				
						PROJECT#: 023231				
1845		11/23 AP		03/22/23	0143102	US BANK	204.00		05/05/23	
						MICHAELS STORES 1246				
						DRYMOUNT, FRAME, ASSEMBLY				

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 443 CAPITAL PROJECTS								
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL					continued			
PROJECT#:		023231						
ACCOUNT TOTAL						1,394.00	.00	1,394.00
443-1220-431.94-90 CAPITAL PROJECTS / DOWNTOWN TIF-SSMID REIMB								
1843		11/23	AP	04/01/23	0000000	117,935.00		05/09/23
2ND 1/2 PAYMENT FOR FY23								
ACCOUNT TOTAL						117,935.00	.00	117,935.00
443-1220-431.98-42 CAPITAL PROJECTS / BESS STREETER PARK								
1780		11/23	AP	04/24/23	0000000	58.21		05/09/23
BESS STREETER PLAYGROUND								
1835		11/23	AP	04/19/23	0000000	1,311.00		05/09/23
BESS STREETER PLAYGROUND								
1868		11/23	AP	04/18/23	0000000	13.96		05/09/23
BESS STREETER PLAYGROUND								
1780		11/23	AP	03/23/23	0000000	54,209.00		05/09/23
BESS STREETER PLAYGROUND								
ACCOUNT TOTAL						55,592.17	.00	55,592.17
FUND TOTAL						174,921.17	.00	174,921.17
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES								
1843		11/23	AP	05/05/23	0000000	43,151.67		05/09/23
FOURTH ANNUAL TAX REBATE								
917 W 23RD STREET								
1843		11/23	AP	05/05/23	0000000	8,746.71		05/09/23
FINAL ANNUAL TAX REBATE								
7024 NORDIC DRIVE								
ACCOUNT TOTAL						51,898.38	.00	51,898.38
FUND TOTAL						51,898.38	.00	51,898.38
FUND 484 ECONOMIC DEVELOPMENT LAND								

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FUND 541	2018	STORM WATER BONDS							
FUND 544	2008	SEWER BONDS							
FUND 545	2006	SEWER BONDS							
FUND 546		SEWER IMPROVEMENT FUND							
FUND 547		SEWER RESERVE FUND							
FUND 548	1997	SEWER BOND FUND							
FUND 549	1992	SEWER BOND FUND							
FUND 550	2000	SEWER BOND FUND							
FUND 551		REFUSE FUND							
551-6675-436.83-05		TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)							
1845	11/23	AP 04/20/23	0143102		US BANK	24.55			05/05/23
					HILTON OMAHA FB BREAKFAST-B HEATH 4/18/23				
1845	11/23	AP 04/19/23	0143102		US BANK	21.97			05/05/23
					HILTON OMAHA FB BREAKFAST-B HEATH 4/17/23				
1845	11/23	AP 04/18/23	0143102		US BANK	19.00			05/05/23
					JETHRO S N JAKE S SMOKEH LUNCH-B. HEATH 4/16/23				
		ACCOUNT TOTAL				65.52	.00		65.52
551-6685-436.72-01		OPERATING SUPPLIES / OPERATING SUPPLIES							
1835	11/23	AP 04/30/23	0000000		CULLIGAN WATER CONDITIONING	15.50			05/09/23
					TRANSFER STATION WATER				
1835	11/23	AP 04/30/23	0000000		CULLIGAN WATER CONDITIONING	7.75			05/09/23
					TRANSFER STATION WATER				
		ACCOUNT TOTAL				23.25	.00		23.25
551-6685-436.72-16		OPERATING SUPPLIES / TOOLS							
1780	11/23	AP 04/21/23	0000000		TRACTOR SUPPLY CO.	81.98			05/09/23
					CLEVIS FOR TRACTORS				
		ACCOUNT TOTAL				81.98	.00		81.98
551-6685-436.72-60		OPERATING SUPPLIES / SAFETY SUPPLIES							
1843	11/23	AP 05/01/23	0000000		BROWN'S SHOE FIT	115.01			05/09/23
					SAFETY SHOES-M DEVINE P.O.#56842				
		ACCOUNT TOTAL				115.01	.00		115.01
551-6685-436.73-01		OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES							
1780	11/23	AP 04/18/23	0000000		MENARDS-CEDAR FALLS	87.60			05/09/23
					MAILBOX REPAIR 2805 GLEN OAK				
1835	11/23	AP 03/16/23	0000000		FASTENAL COMPANY	40.54			05/09/23
					SUPPLIES FOR TURN BUCKLE ASSIST				
		ACCOUNT TOTAL				128.14	.00		128.14

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FUND 551 REFUSE FUND									
551-6685-1835		436.73	05	11/23 AP 03/31/23	0000000	OTHER SUPPLIES / OPERATING EQUIPMENT NAPA AUTO PARTS NAPA PARTS MARCH 2023	523.65		05/09/23
						ACCOUNT TOTAL	523.65	.00	523.65
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
551-6685-1868		436.87	02	11/23 AP 05/05/23	0000000	RENTALS / MATERIAL DISPOSAL/HANDLIN WEIKERT IRON AND METAL	1,617.00		05/09/23
551-6685-1835		436.87	02	11/23 AP 04/26/23	0000000	RENTALS / MATERIAL DISPOSAL/HANDLIN APPLIANCE RECYCLING	672.20		05/09/23
551-6685-1853		436.87	02	11/23 AP 04/22/23	0000000	RENTALS / MATERIAL DISPOSAL/HANDLIN ELECTRONIC WASTE FEES LIBERTY TIRE RECYCLING, LLC SCRAP TIRE RECYCLING	850.85		05/09/23
						ACCOUNT TOTAL	3,140.05	.00	3,140.05
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
551-6685-1835		436.93	01	11/23 AP 04/26/23	0000000	EQUIPMENT / EQUIPMENT ROUTEWARE, INC. RFID SCANNER	815.00		05/09/23
						ACCOUNT TOTAL	815.00	.00	815.00
						FUND TOTAL	4,892.60	.00	4,892.60
FUND 552 SEWER RENTAL FUND									
552-6655-1851		436.71	06	11/23 AP 04/28/23	0000000	OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES O'DONNELL ACE HARDWARE BOX FAN	61.99		05/09/23
						ACCOUNT TOTAL	61.99	.00	61.99
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT									
552-6655-1851		436.72	53	11/23 AP 04/20/23	0000000	OPERATING SUPPLIES / TV EQUIPMENT MUNICIPAL PIPE TOOL CO., INC.	862.50		05/09/23
552-6655-1845		436.72	53	11/23 AP 03/23/23	0143102	OPERATING SUPPLIES / TV EQUIPMENT TV INSPECTION US BANK	552.00		05/05/23
552-6655-1851		436.72	53	11/23 AP 03/22/23	0000000	OPERATING SUPPLIES / TV EQUIPMENT AMAZON.COM*H73FK9800 AMZN BATT.BACKUP/SURGE PROTECT MID IOWA SALES	334.93		05/09/23
552-6655-1851		436.72	53	11/23 AP 02/01/23	0000000	OPERATING SUPPLIES / TV EQUIPMENT TIGER TAILS ARIES INDUSTRIES INC. TV VAN SCOTCHCASTING	97.42		05/09/23
						ACCOUNT TOTAL	1,846.85	.00	1,846.85
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES					continued			
1851		11/23	AP	04/26/23	0000000	O'DONNELL ACE HARDWARE	33.95	05/09/23
						LAWN SPRINKLER		
1851		11/23	AP	04/24/23	0000000	O'DONNELL ACE HARDWARE	46.99	05/09/23
						GRASS SEED		
1851		11/23	AP	04/19/23	0000000	O'DONNELL ACE HARDWARE	93.98	05/09/23
						GRASS SEED		
ACCOUNT TOTAL						174.92	.00	174.92
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1851		11/23	AP	04/27/23	0000000	CITY LAUNDERING CO.	72.15	05/09/23
						SAFETY SUPPLIES		
ACCOUNT TOTAL						72.15	.00	72.15
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS								
1868		11/23	AP	04/26/23	0000000	WHITE CAP, LP	1,090.32	05/09/23
						WATER STOP FOR BOX OUT		
ACCOUNT TOTAL						1,090.32	.00	1,090.32
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL								
1835		11/23	AP	04/24/23	0000000	IOWA ONE CALL	204.30	05/09/23
						IOWA ONE CALLS MARCH 2023		
1851		11/23	AP	04/11/23	0000000	FASTENAL COMPANY	42.44	05/09/23
						ONE CALL PAINT		
ACCOUNT TOTAL						246.74	.00	246.74
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS								
1851		11/23	AP	04/28/23	0000000	ARAMARK	30.46	05/09/23
						MOPS AND RAGS		
ACCOUNT TOTAL						30.46	.00	30.46
552-6665-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES								
1851		11/23	AP	04/26/23	0000000	NORTHLAND PRODUCTS CO.	60.31	05/09/23
						GREASE AND LUBE		
ACCOUNT TOTAL						60.31	.00	60.31
552-6665-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
1845		11/23	AP	03/28/23	0143102	US BANK	87.50	05/05/23

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FUND 552 SEWER RENTAL FUND								
552-6665-436.72-11					OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			continued
1845		11/23 AP	03/28/23	0143102	US BANK '23 MEMBERSHIP:T. GRIFFIN	221.99		05/05/23
					WEF MAIN WASTEWATER OPERATOR			
ACCOUNT TOTAL						309.49	.00	309.49
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB								
1851		11/23 AP	04/20/23	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	456.19		05/09/23
ACCOUNT TOTAL						456.19	.00	456.19
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1851		11/23 AP	04/18/23	0000000	CAMPBELL SUPPLY WATERLOO SAFETY GLOVES	107.88		05/09/23
1851		11/23 AP	04/15/23	0000000	CAMPBELL SUPPLY WATERLOO SAFETY GLASSES	55.33		05/09/23
ACCOUNT TOTAL						163.21	.00	163.21
552-6665-436.72-67 OPERATING SUPPLIES / ODOR CONTROL								
1851		11/23 AP	04/19/23	0000000	CAMPBELL SUPPLY WATERLOO AIR TANK	79.00		05/09/23
ACCOUNT TOTAL						79.00	.00	79.00
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1851		11/23 AP	04/28/23	0000000	O'DONNELL ACE HARDWARE NUTS AND BOLTS	36.48		05/09/23
1851		11/23 AP	04/26/23	0000000	O'DONNELL ACE HARDWARE VARIOUS PARTS	6.77		05/09/23
1851		11/23 AP	04/25/23	0000000	O'DONNELL ACE HARDWARE PLUMBING SUPPLIES	63.45		05/09/23
1851		11/23 AP	04/24/23	0000000	MENARDS-CEDAR FALLS LIME AWAY UV	176.62		05/09/23
1851		11/23 AP	04/21/23	0000000	ELECTRICAL ENGINEERING & EQUI ELECTRICAL SUPPLIES	79.06		05/09/23
1851		11/23 AP	04/21/23	0000000	MENARDS-CEDAR FALLS BOTTLED WATER	62.79		05/09/23
1851		11/23 AP	04/21/23	0000000	O'DONNELL ACE HARDWARE CONTRACTOR BAGS	16.99		05/09/23
1851		11/23 AP	04/13/23	0000000	VAN METER, INC. CONDUIT CLAMPS	37.53		05/09/23
1851		11/23 AP	04/11/23	0000000	VAN METER, INC. ELECTRICAL SUPPLIES	16.50		05/09/23

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								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.73-05						continued		
1835		11/23	AP	03/31/23	0000000	NAPA AUTO PARTS	855.77	05/09/23
						NAPA PARTS MARCH 2023		
						ACCOUNT TOTAL	1,351.96	.00 1,351.96
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
1845		11/23	AP	03/29/23	0143102	US BANK	140.00	05/05/23
						KIRKWOOD CONT EDUC		
						REG:WASTEWATER REVIEW CLS		
						ACCOUNT TOTAL	140.00	.00 140.00
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1851		11/23	AP	04/19/23	0000000	ELECTRIC PUMP	9,848.50	05/09/23
						TIMBER DR PUMP		
						ACCOUNT TOTAL	9,848.50	.00 9,848.50
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING								
1851		11/23	AP	04/28/23	0000000	TESTAMERICA LABORATORIES, INC	663.00	05/09/23
						LAB TESTING		
1851		11/23	AP	04/21/23	0000000	KEYSTONE LABORATORIES, INC.	139.00	05/09/23
						LAB TESTING		
						ACCOUNT TOTAL	802.00	.00 802.00
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
1851		11/23	AP	04/19/23	0000000	ELECTRICAL ENGINEERING & EQUI	1,249.54	05/09/23
						POLYMER PUMP SUPPLIES		
1851		11/23	AP	04/13/23	0000000	VAN METER, INC.	373.87	05/09/23
						POLYMER SUPPLIES		
						ACCOUNT TOTAL	1,623.41	.00 1,623.41
						FUND TOTAL	18,357.50	.00 18,357.50
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES		
1843		11/23	AP	03/02/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.42	05/09/23
						POST-IT NOTES		
						ACCOUNT TOTAL	.42	.00 .42

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FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1853		11/23 AP		05/07/23	0000000	FOSTER'S, INC. CONTROL	478.95		05/09/23	
1853		11/23 AP		04/28/23	0000000	ZIMCO SUPPLY CO. GRASS SEED	295.00		05/09/23	
1853		11/23 AP		04/27/23	0000000	FOSTER'S, INC. TACKING AGENT FOR EROSION CONTROL	47.50		05/09/23	
1835		11/23 AP		04/25/23	0000000	ZIMCO SUPPLY CO. EROSION CONTROL	192.00		05/09/23	
1780		11/23 AP		04/21/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE VIKING PLACE	405.00		05/09/23	
1780		11/23 AP		04/18/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE VIKING PLACE	280.50		05/09/23	
		ACCOUNT TOTAL						1,698.95	.00	1,698.95
555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1845		11/23 AP		04/11/23	0143102	US BANK ISU INTRANS REG:MOTOR GRADER WORKSHOP	360.00		05/05/23	
		ACCOUNT TOTAL						360.00	.00	360.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1784		11/23 AP		04/27/23	0000000	PETERSON CONTRACTORS 3215-OLIVE ST BOX CULVERT	143,315.15		05/09/23	
1784		11/23 AP		04/17/23	0000000	TERRACON CONSULTANTS, INC. SERVICES THROUGH 04/08/23	1,106.28		05/09/23	
1784		11/23 AP		04/11/23	0000000	AECOM TECHNICAL SERVICES, INC 03/04-04/07/23	1,162.33		05/09/23	
		ACCOUNT TOTAL						145,583.76	.00	145,583.76
		FUND TOTAL						147,643.13	.00	147,643.13
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1801		11/23 AP		04/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		05/09/23	
1845		11/23 AP		04/13/23	0143102	US BANK AMZN MKTP US*HJ5FW2GM1 AM BATTERIES FOR INVENTORY	41.39		05/05/23	
1801		11/23 AP		04/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		05/09/23	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
ACCOUNT TOTAL							47.09	.00	47.09	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1845		11/23 AP	04/17/23	0143102		US BANK	48.80			05/05/23
		AMZN MKTP	US*HV7053TV0			USB DRIVES FOR INVENTORY				
1845		11/23 AP	04/10/23	0143102		US BANK	62.93			05/05/23
		AMZN MKTP	US*HS3HL9UB1 AM			WIRELESS MICE-COUNCIL				
1845		11/23 AP	03/31/23	0143102		US BANK	15.95			05/05/23
		AMZN MKTP	US*HY9EG7ZFP2			RJ45 PASS-THRU CONNECTORS				
1845		11/23 AP	03/30/23	0143102		US BANK	39.95			05/05/23
		AMZN MKTP	US*HY4MT1OT2			DUAL MONITOR STAND-JEN				
1845		11/23 AP	03/27/23	0143102		US BANK	123.13			05/05/23
		AMZN MKTP	US*H747K8XD2 AM			ETHERNET ADAPTERS-COUNCIL				
ACCOUNT TOTAL							290.76	.00	290.76	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
1876		11/23 AP	04/28/23	0000000		PROFESSIONAL OFFICE SERVICES	11,759.21			05/09/23
		PRINT SPRING'23	CURRENTS							
1845		11/23 AP	03/28/23	0143102		US BANK	99.00			05/05/23
		STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION				
ACCOUNT TOTAL							11,858.21	.00	11,858.21	
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
1845		11/23 AP	03/28/23	0143102		US BANK	20.17			05/05/23
		DNH*GODADDY.COM				CEDARFALLS.COM DOMAIN				
ACCOUNT TOTAL							20.17	.00	20.17	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1801		11/23 AP	04/22/23	0000000		GORDON FLESCH COMPANY	1,083.25			05/09/23
		COPIERS/24629-MPS01				04/22/23-05/21/23				
ACCOUNT TOTAL							1,083.25	.00	1,083.25	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1845		11/23 AP	04/14/23	0143102		US BANK	59.89			05/05/23
		AMZN MKTP	US*HJ0X57MW1			100FT HDMI CABLE-CONF.RM2				
1845		11/23 AP	04/11/23	0143102		US BANK	118.49			05/05/23
		WAL-MART #0753				HDMI CABLE/SPLIT-TRAIN.RM				
1845		11/23 AP	03/29/23	0143102		US BANK		106.24		05/05/23
		AMZN MKTP US				REF:TONER CARTRIDGE				

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FUND 606 DATA PROCESSING FUND										
606-1078-441.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				continued
1845		11/23	AP	03/28/23	0143102	US BANK	196.80			05/05/23
						AMZN MKTP US*H74YD96A2				TONER-ENVELOPE PRINTER
1845		11/23	AP	03/27/23	0143102	US BANK	388.00			05/05/23
						AMZN MKTP US*H70BG0072				AIR FIBER REPAIR
1845		11/23	AP	03/22/23	0143102	US BANK	106.24			05/05/23
						AMZN MKTP US*H73TF8CX1				TONER-ENVELOPE PRINTERS
						ACCOUNT TOTAL	869.42	106.24		763.18
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1801		11/23	AP	04/30/23	0000000	ACOM SOLUTIONS, INC.	3,531.00			05/09/23
						EZ PDF SOFTWARE/MAINT.				6/1/23-5/31/24
1845		11/23	AP	04/03/23	0143102	US BANK	1,099.80			05/05/23
						ZOOM.US 888-799-9666				ZOOM RENEWAL SUBSCRIPTION
						ACCOUNT TOTAL	4,630.80	.00		4,630.80
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1801		11/23	AP	04/27/23	0000000	CENTER FOR INTERNET SECURITY,	17,160.00			05/09/23
						CROWDSTRIKE MDR				04/27/23-04/26/24
1845		11/23	AP	04/14/23	0143102	US BANK	37.99			05/05/23
						AMZN MKTP US*HJ7LP9IY0				PHONE CASE
1845		11/23	AP	04/10/23	0143102	US BANK	945.00			05/05/23
						AMZN MKTP US*HS14Y6U81				DOCKING STNS - INVENTORY
1845		11/23	AP	04/10/23	0143102	US BANK	321.36			05/05/23
						AMZN MKTP US*HJ52M4ZG0 AM				PHONES CASES/SCRN PROTECT
1845		11/23	AP	04/03/23	0143102	US BANK	36.43			05/05/23
						AMZN MKTP US*HY2YF5BU1				PHONE CASE - DENNY
1845		11/23	AP	03/31/23	0143102	US BANK	167.22			05/05/23
						AMZN MKTP US*HY8LB9IY0 AM				PHONES CASES/SCRN PROTECT
1845		11/23	AP	03/23/23	0143102	US BANK	89.99			05/05/23
						AMZN MKTP US*H75V76890				HDMI AUTO SWITCH-CONF RM1
						ACCOUNT TOTAL	18,757.99	.00		18,757.99
						FUND TOTAL	37,557.69	106.24		37,451.45
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-1868	446.72-05			11/23	AP 05/02/23 0000000	GAS & OIL CONSOLIDATED ENERGY COMPANY	670.83			05/09/23
685-6698-1868	446.72-05			11/23	AP 05/02/23 0000000	GAS AT GREENWOOD CEMETERY HTP ENERGY	20,733.70			05/09/23
685-6698-1868	446.72-05			11/23	AP 05/01/23 0000000	#2 DIESEL AT BLUFF STREET NORTHLAND PRODUCTS CO.	78.50			05/09/23
685-6698-1868	446.72-05			11/23	AP 04/28/23 0000000	USED OIL COLLECTION NORTHLAND PRODUCTS CO.	46.40			05/09/23
685-6698-1835	446.72-05			11/23	AP 04/24/23 0000000	USED OIL NORTHLAND PRODUCTS CO.	160.92			05/09/23
685-6698-1835	446.72-05			11/23	AP 04/19/23 0000000	TRANSDROLIC OIL NORTHLAND PRODUCTS CO.	30.80			05/09/23
685-6698-1835	446.72-05			11/23	AP 03/31/23 0000000	USED OIL COLLECTION NAPA AUTO PARTS	231.16			05/09/23
						NAPA PARTS MARCH 2023				
						ACCOUNT TOTAL	21,952.31	.00		21,952.31
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
685-6698-1835	446.72-16			11/23	AP 03/31/23 0000000	NAPA AUTO PARTS	129.38			05/09/23
						NAPA PARTS MARCH 2023				
						ACCOUNT TOTAL	129.38	.00		129.38
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
685-6698-1835	446.72-60			11/23	AP 03/31/23 0000000	NAPA AUTO PARTS	47.53			05/09/23
						NAPA PARTS MARCH 2023				
						ACCOUNT TOTAL	47.53	.00		47.53
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
685-6698-1868	446.73-04			11/23	AP 04/28/23 0000000	MENARDS-CEDAR FALLS	22.99			05/09/23
685-6698-1868	446.73-04			11/23	AP 04/25/23 0000000	CALCIUM REMOVER BLACK HAWK RENTAL	184.00			05/09/23
685-6698-1868	446.73-04			11/23	AP 04/24/23 0000000	#299 AVL HYD VALVE TOYNE, INC.	665.55			05/09/23
685-6698-1868	446.73-04			11/23	AP 04/21/23 0000000	VALVE KITS FOR FD503 LAWSON PRODUCTS, INC.	1,602.40			05/09/23
685-6698-1835	446.73-04			11/23	AP 04/20/23 0000000	MISC SHOP SUPPLIES O'DONNELL ACE HARDWARE	5.69			05/09/23
685-6698-1868	446.73-04			11/23	AP 04/20/23 0000000	BRUSH O'DONNELL ACE HARDWARE	6.32			05/09/23
685-6698-1780	446.73-04			11/23	AP 04/19/23 0000000	NUTS AND BOLTS FOR FALLS FILTER PROJECT MENARDS-CEDAR FALLS	4.99			05/09/23
685-6698-1835	446.73-04			11/23	AP 03/31/23 0000000	FUNNEL FOR SHOP NAPA AUTO PARTS	42,626.63			05/09/23
						NAPA PARTS MARCH 2023				

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued			
ACCOUNT TOTAL							45,118.57	.00	45,118.57
685-6698-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1845		11/23	AP	03/27/23	0143102	US BANK	175.00		05/05/23
						IOWA APWA REF:SPRING CONFERENCE			
ACCOUNT TOTAL							175.00	.00	175.00
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1868		11/23	AP	04/25/23	0000000	PRECISE MRM LLC	1,040.00		05/09/23
						AVL CELL CHARGES			
1835		11/23	AP	04/20/23	0000000	FORCE AMERICA DISTRIBUTING LL	1,086.67		05/09/23
						AVL FEES			
ACCOUNT TOTAL							2,126.67	.00	2,126.67
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
1835		11/23	AP	03/31/23	0000000	NAPA AUTO PARTS	1,041.04		05/09/23
						NAPA PARTS MARCH 2023			
ACCOUNT TOTAL							1,041.04	.00	1,041.04
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1853		11/23	AP	04/28/23	0000000	ARAMARK	82.45		05/09/23
						SHOP TOWELS			
ACCOUNT TOTAL							82.45	.00	82.45
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1835		11/23	AP	04/24/23	0000000	RASMUSSEN CO., THE	75.00		05/09/23
						#403 TOW BACK TO PW			
ACCOUNT TOTAL							75.00	.00	75.00
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1780		11/23	AP	04/25/23	0000000	WITHAM AUTO CENTERS	23,582.00		05/09/23
						FORD FUSION AD01 VM00649			
ACCOUNT TOTAL							23,582.00	.00	23,582.00
FUND TOTAL							94,329.95	.00	94,329.95

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03		INSURANCE / LTD INSURANCE							
1801		11/23 AP 04/28/23		0000000		MADISON NATIONAL LIFE INS.CO. LTD-MAY'23	4,065.09		05/09/23
		ACCOUNT TOTAL					4,065.09	.00	4,065.09
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1801		11/23 AP 04/28/23		0000000		MADISON NATIONAL LIFE INS.CO. GROUP LIFE AD/D MAY'23	2,599.48		05/09/23
		ACCOUNT TOTAL					2,599.48	.00	2,599.48
		FUND TOTAL					6,664.57	.00	6,664.57
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05		INSURANCE / LIABILITY INSURANCE							
1801		11/23 AP 04/21/23		0000000		AHLERS AND COONEY, P.C. LGL:SCOTT DIX V. CF 03/21/23-04/14/23	12,360.00		05/09/23
		PROJECT#: 012024							
1801		11/23 AP 04/18/23		0000000		EVERTS CONSTRUCTION VANDALISM-PHEASAN PROSHOP	3,460.64		05/09/23
		ACCOUNT TOTAL					15,820.64	.00	15,820.64
		FUND TOTAL					15,820.64	.00	15,820.64
FUND 724 TRUST & AGENCY									
724-0000-487.50-03		TRANSFERS OUT / TRANSFERS - SSMID							
1843		11/23 AP 04/28/23		0000000		COMMUNITY MAIN STREET PROPERTY TAX PAYMENT	34,624.84		05/09/23
		ACCOUNT TOTAL					34,624.84	.00	34,624.84
		FUND TOTAL					34,624.84	.00	34,624.84
FUND 727 GREENWOOD CEMETERY P-CARE									

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							2,520,384.15	1,214.09	2,519,170.06