



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, FEBRUARY 01, 2021  
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via video conference. The public may access/participate in the meeting in the following ways:**

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

- 1. Regular Meeting of January 19, 2021.

**Agenda Revisions**

**Special Order of Business**

- 2. Public hearing on the proposed maximum levy for affected property tax levies for FY2022.
  - a) Receive and file proof of publication of notice of hearing. (Notice published January 21, 2021)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the maximum levy for affected property tax levies for FY2022.

**Old Business**

- 3. Pass Ordinance #2981, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, upon its second consideration.
- 4. Pass Ordinance #2982, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, upon its second consideration. (Contingent upon approval of Ordinance #2981 as presented)

5. Pass Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping poultry in residential areas, upon its second consideration. (Contingent upon approval of previous ordinances as presented)

## **New Business**

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

6. Receive and file Mayor's Monthly Report for January 2021.
7. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) David Kivett, Human Rights Commission, term ending 7/1/2022.
8. Receive and file the Work Session minutes of the January 19, 2021 relative to the following item:
  - a) Administrative Policy No. 7.
9. Receive and file the Committee of the Whole minutes of January 19, 2021 relative to the following items:
  - a) Community Development Block Grant (CDBG) Sidewalk Infill Project.
  - b) FY22 Budget Presentation.
10. Receive and file Departmental Monthly Reports of December, 2020.
11. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
  - a) Engineering Technician I.
  - b) Maintenance Worker.
  - c) Wastewater Treatment Operator I.
12. Approve a request for a temporary sign at 3619 Carlton Drive on February 7, 2021.
13. Approve the application of Tobacco Outlet Plus #561, 4116 University Avenue, Units 104-105, for a cigarette/tobacco/nicotine/vapor permit.
14. Approve the following applications for beer permits and liquor licenses:
  - a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
  - b) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
  - c) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
  - d) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
  - e) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
  - f) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
  - g) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.

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

15. Resolution approving and adopting the FY2022 City Council Goals, Work Program and Short-Term Financial Plan.
16. Resolution approving and adopting amendments to Administrative Policy No. 7, City Council Meeting Procedures.
17. Resolution levying a final assessment for costs incurred by the City to mow the property located at 412 North Ellen Street.
18. Resolution levying a final assessment for costs incurred by the City to mow the property located at 1122 West 22nd Street.



- [19.](#) Resolution levying a final assessment for costs incurred by the City to clean up the property located at 2413 Olive Street.
- [20.](#) Resolution approving and authorizing execution of the renewal of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
- [21.](#) Resolution approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective March 1, 2021.
- [22.](#) Resolution approving and adopting the State of Iowa Community Development Block Grant Coronavirus Duplication of Benefits Policies and Procedures relative to Community Development Block Grant (CDBG-CV2) CARES Act funding.
- [23.](#) Resolution approving and authorizing execution of Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for project delivery relative to Community Development Block Grant (CDBG-CV2) CARES Act funding.
- [24.](#) Resolution approving and authorizing execution of a Second Amendment to Professional Service Agreement with Iowa Northland Regional Council of Governments (INRCOG) relative to Grant Administration and Technical Services for Community Development Block Grant (CDBG-CV3) funding relative to the CARES Act.
- [25.](#) Resolution approving and authorizing execution of an Agreement for Professional Services with Operation Threshold for Community Development Block Grant (CDBG-CV3) funding relative to the CARES Act.
- [26.](#) Resolution approving a Mixed Use (MU) Residential Zoning District site plan for construction of a senior living facility to be located on Lot 6 of Pinnacle Prairie Commercial South - Phase III, Second Addition.
- [27.](#) Resolution approving the final plat of Pinnacle Prairie Commercial South Phase III, Second Addition.
- [28.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Oster Family Limited Partnership, and approving an Escrow Agreement relative to the reconfiguration of Goldenrod Way.
- [29.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Oster Family Limited Partnership, and approving an Escrow Agreement relative to the roundabout landscaping at Prairie Parkway and Prairie View Road.
- [30.](#) Resolution approving and authorizing execution of an Assignment of Maintenance and Repair Agreement from Sulentic-Fischels to Arabella, LLC relative to a post-construction stormwater management plan for 200 West 1st Street.
- [31.](#) Resolution approving and accepting completion of public improvements in Western Home Communities Ninth Addition.
- [32.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreational Trail Project – West 12th Street to West 27th Street.
- [33.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Cyber Lane Extension Project.
- [34.](#) Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the Lake Street Trail Project.
- [35.](#) Resolution setting February 15, 2021 as the date of public hearing on the proposed FY22 Budget for the City of Cedar Falls.

[36.](#) Resolution receiving and filing, and setting February 15, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Sanitary Sewer Rehabilitation Project.

[37.](#) Resolution receiving and filing, and setting February 15, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II.

#### **Ordinances**

[38.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, upon its first consideration,

OR

a) Suspend the rules requiring ordinances to be considered at three separate meetings (requires at least six aye votes), and

b) Pass the ordinance upon its third & final consideration.

#### **Allow Bills and Payroll**

[39.](#) Allow Bills and Payroll of February 1, 2021.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Executive Session** to discuss

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

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

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, JANUARY 19, 2021  
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. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

- 53162 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of January 4, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53163 - Mayor announced that in accordance with the public notice January 8, 2021, this was the time and place for a public hearing on the proposed funding distribution of the State's Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act. It was then moved by Harding and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53164 - The Mayor then asked if there were any written communications filed to the proposed funding distribution. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposal. There being no one else present wishing to speak about the proposed funding distribution, the Mayor declared the hearing closed and passed to the next order of business.
- 53165 - It was moved by Darrah and seconded by Kruse that Resolution #22,226, approving the proposed funding distribution of the State's Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act, 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: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried. The Mayor then declared Resolution #22,226 duly passed and adopted.
- 53166 - It was moved by deBuhr and seconded by Kruse that Ordinance #2980, amending Chapter 20, Subdivisions of the Code of Ordinances relative to Final Plat Phasing, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried. The Mayor then declared Ordinance #2980 duly passed and adopted.
- 53167 - It was moved by Kruse and seconded by Darrah that Resolution #22,227,

extending the face mask mandate for the City of Cedar Falls adopted by Resolution #22,097 on September 8, 2020, and extended by Resolution #22,140 on October 19, 2020 and Resolution #22,193 on December 7, 2020, be adopted. Following comments by Councilmember Dunn, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Harding, Darrah. Nay: Sires, deBuhr, Kruse. Motion carried. The Mayor then declared Resolution #22,227 duly passed and adopted.

- 53168 - It was moved by Harding and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file Mayor's Monthly Report for December 2020.

Receive and file the Committee of the Whole minutes of January 4, 2021 relative to the following items:

- a) Downtown Vision Plan & code adoption process.
- b) Special Event Permits/Sturgis Falls Agreement.
- c) Pavement & Alley Management Program.

Approve the following applications for beer permits and liquor licenses:

- a) Panchero's Mexican Grill, 6421 University Avenue, Class B beer - renewal.
- b) Chad's Pizza and Restaurant, 909 West 23rd Street, Class C liquor & outdoor service - renewal.
- c) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.
- d) Tobacco Outlet Plus, 4116 University Avenue, Class E liquor - new.

Motion carried unanimously.

- 53169 - It was moved by Darrah and seconded by Harding to receive & file the resignation of Kei-Che Randle as a member of the Human Rights Commission effective October 5, 2020. Following comments by Councilmember Dunn, the motion carried unanimously.

- 53170 - It was moved by Darrah and seconded by Miller to approve the recommendations of the Mayor relative to the appointments of Jordyn Beranek, Melissa Heston and Evan Renfro to the Human Rights Commission for terms expiring July 1, 2021. Following a question and comment by Jim Skaine, 2215 Clay Street, and responses by Mayor Green and Councilmembers Harding and Darrah, the motion carried unanimously.

- 53171 - It was moved by deBuhr and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,228, approving and accepting the low bid of Lodge Construction, Inc., in the amount of \$510,298.75, for the Union Road Recreational Trail Project - West 12th Street to West 27th Street, and authorizing the City Engineer to execute the required contract, bond and insurance, using the Iowa Department of Transportation (IDOT) electronic file management system.

Resolution #22,229, approving and authorizing execution of an Entitlement Community Development Block Grant COVID-19 Program Contract with the Iowa Economic Development Authority relative to Community Development Block

Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,230, setting February 1, 2021 as the date of public hearing on the maximum levy rate.

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: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried. The Mayor then declared Resolutions #22,228 through #22,230 duly passed and adopted.

53172 - It was moved by Miller and seconded by Darrah that Resolution #22,231, approving the Certificate of Completion and accepting the work of K. Cunningham Construction Co., Inc. for the Center Street Recreational Trail Project, be adopted. Following questions by Councilmember Miller and a response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried. The Mayor then declared Resolution #22,231 duly passed and adopted.

53173 - It was moved by Kruse and seconded by Harding that Ordinance #2981, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, be passed upon its first consideration. Community Development Director Sheetz provided a brief summary of the proposed ordinances. Following comments by Mayor Green and Councilmember Kruse, it was moved by Kruse and seconded by Harding to amend the motion to include additional types of fowl, specifically quail, pheasant, dove and pigeon. The motion to amend carried 5-2, with deBuhr and Sires voting Nay. Following comments by Councilmember Kruse and responses by Mayor Green and City Attorney Rogers, it was moved by Kruse and seconded by Harding to amend the amended motion to strike the specific dimension size of coops, and replace with sized appropriate to animal husbandry rules. Following comments and questions by Councilmembers deBuhr and Kruse, and responses by Community Development Director Sheetz and Mayor Green, the motion to amend carried, with deBuhr voting Nay. Following comments by Councilmember Sires and City Attorney Rogers, it was moved by Kruse and seconded by Harding to amend the amended motion to replace sizing of runs with standard animal husbandry rules as well. Following comments by Councilmember Harding and Kruse, the motion carried, with deBuhr and Sires voting Nay. Following questions and comments by T.J. Frein, 1319 Austin Way, and Councilmembers deBuhr and Kruse, and responses from City Attorney Rogers and Community Development Director Sheetz, it was moved by Kruse and seconded by Miller, to have one-time licensing instead of annual licensing. Following comments and questions by Councilmembers deBuhr, Harding, Kruse and Sires, and responses by Community Development Director Sheetz, City Clerk Danielsen, Mayor Green and City Attorney Rogers, the motion failed 3-4, with deBuhr, Sires, Darrah and Harding voting Nay. Following comments by Councilmembers deBuhr and Sires, the Mayor put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: Sires, deBuhr. Motion carried.

53174 - It was moved by Kruse and seconded by Miller that Ordinance #2982, amending

Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, as previously amended, be passed upon its first consideration. Following a question by TJ Frein, 1319 Austin Way and responses by Mayor Green and Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: Sires, deBuhr. Motion carried.

53175 - It was moved by Darrah and seconded by Harding that Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping poultry in residential areas, be passed upon its first consideration. Following a comment by Councilmember Miller, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: Sires, deBuhr. Motion carried.

53176 - It was moved by Kruse and seconded by Harding that the bills and payrolls of January 19, 2021 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: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried.

53177 - Public Works Director Schrage responded to questions and comments by Councilmembers Sires and Darrah regarding snow removal on City trails and sidewalks. Mayor Green noted a consensus of City Council to clear trails as funding allows.

Police Chief Berte and City Attorney Rogers responded to questions and comments by Councilmembers deBuhr, Kruse and Harding regarding beggars and buskers downtown.

53178 - Rick Sharp, 1623 Birch Street, commented on a potential relocation and closure of the 18<sup>th</sup> & Main Street fire station and requested that a study be done regarding response times and the need for a third station.

Jim Skaine, 2215 Clay Street, commented on the term germane and how it applies to public forum.

Mayor Green responded to a comment by Jeremy Sulentic, 1008 Rocklyn Street, regarding keeping comments germane to city business. Mr. Sulentic also commented on the need for a strobe crossing by the North Cedar School, chickens in Cedar Falls, and busking/panhandling.

53179 - It was moved by Harding and seconded by Darrah that the meeting be adjourned at 8:40 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** January 26, 2021  
**SUBJECT:** FY2022 Budget

You may recall during the budget presentation at the last Committee of the Whole meeting that I described the new requirements from the State of Iowa related to budget hearings. The first part of these new requirements is having a hearing setting the maximum levy, which is the action that will be taking place on Monday night. Attached is the new required form giving notice of the hearing to set this maximum levy and the corresponding resolution.

You may also recall that I noted that unfortunately this new state notice, does not include the total levy rate, it only has certain levies. Therefore, this is not the true picture of the total levy rate. For example, the total rate being proposed for the FY22 Budget is \$11.38; however, this form only shows \$10.79. You will note that the form does show an overall tax decrease of -.54%. However, when you take the effects of the rollback, different classes of properties will see different changes as follows:

- Residential – 1.98% increase
- Commercial/Residential - .44% decrease
- Multi-Residential – 5.68% decrease

As discussed in the budget presentation, this illustrates the tax burden shift that the rollback causes.

If you have any questions, about the budget or the budget process, please feel free to contact me.



**NOTICE OF PUBLIC HEARING - CITY OF CEDAR FALLS - PROPOSED PROPERTY TAX LEVY**  
**Fiscal Year July 1, 2021 - June 30, 2022**

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 2/1/2021 **Meeting Time:** 07:00 PM **Meeting Location:** Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa. To protect against the spread of COVID-19, said meeting may be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
[www.cedarfalls.com](http://www.cedarfalls.com)

City Telephone Number  
 (319) 273-8600

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	1,968,057,686	1,964,300,512	1,964,300,512	
Tax Levies:				
Regular General	15,941,267	15,941,267	15,910,834	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	429,920	429,920	442,820	
Rent, Ins, Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	254,010	254,010	125,020	
Support of Local Emer. Mgmt. Commission	447,770	447,770	539,730	
Emergency	0	0	0	
Police & Fire Retirement	1,617,110	1,617,110	1,699,310	
FICA & IPERS	1,460,420	1,460,420	1,506,940	
Other Employee Benefits	1,165,670	1,165,670	976,150	
<b>Total Tax Levy</b>	<b>21,316,167</b>	<b>21,316,167</b>	<b>21,200,804</b>	<b>-0.54</b>
<b>Tax Rate</b>	<b>10.83107</b>	<b>10.85179</b>	<b>10.79306</b>	

**Explanation of significant increases in the budget:**

Not Applicable, since there is a decrease in the tax levy.

**If applicable, the above notice also available online at:**

[cedarfalls.com; https://www.facebook.com/citycf](https://www.facebook.com/citycf); <https://twitter.com/CityCF>; [https://www.instagram.com/cedar\\_falls\\_iowa/](https://www.instagram.com/cedar_falls_iowa/)

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

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

**RESOLUTION APPROVING AND ADOPTING THE FY2022  
MAXIMUM PROPERTY TAX DOLLARS**

**WHEREAS**, the City Council of the City of Cedar Falls has considered the proposed FY2022 city maximum property tax dollars for the affected levy total, and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city website and social media accounts, and

**WHEREAS**, as required by law, a public hearing concerning the proposed city maximum property tax dollars was held by the City Council on February 1, 2021.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa that the maximum property tax dollars for the affected tax levies for FY2022 shall not exceed \$21,200,804.

**BE IT FURTHER RESOLVED** by the City Council of the City of Cedar Falls, Iowa, that the Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2022 represents less than 102% from the Maximum Property Tax dollars requested for FY2021.

**ADOPTED** this 1<sup>st</sup> day of February, 2021 with the following vote:

Miller _____	deBuhr _____	Kruse _____
Harding _____	Darrah _____	
Sires _____	Dunn _____	

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

**ATTEST:**

\_\_\_\_\_  
Jacque 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 Administration Division

**TO:** Mayor Rob Green and City Council

**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
 Kevin Rogers, City Attorney

**DATE:** January 26, 2021

**SUBJECT:** Poultry Ordinance & Associated Code Updates

At the January 19, 2021 City Council meeting, the Council discussed, amended and held the first reading of an ordinance permitting poultry. The amendments included the following:

- Definition: add quail, dove, pheasant and pigeon (squab's being a baby pigeon)
- Size of coop & run: remove requirement of three square feet and replace with statement that it must be sized in compliance with generally accepted animal husbandry standards

The change in definition results in recommending two other changes to the ordinance: Sections 6-60 on noises and 6-64/6-65 on coloring/sale. In Section 6-60, the January 19<sup>th</sup> version simply added to the list of general dog and cat noises with some examples of noises poultry might make. The addition of four other types of fowl expands this. Enumerating the types of noises becomes more difficult. In addition, having a long list of examples may lead to arguments that if a certain sound is not listed, it is not subject to this provision. This is not the intent. Therefore to avoid this issue, Staff recommends revising this section to remove examples of sounds and simply refer to it as "noise making" or "noise" (Sections 6-60(a) and (b)). Sections 6-64 and 6-65 give a list of baby fowl. Given the definition has expanded, it is recommended that these sections be simplified to "animal." Staff also found that Section 6-65 needed another revision on the quantity of young fowl allowed for sale or use as prize such that it corresponds to the current number of poultry permitted. Immediately below are those recommended changes:

Sec. 6-60. - Noisy dogs, cats or poultry.

- (a) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow such animal alone or in combination with others to cause serious annoyance or disturbance to a reasonable person by frequent and habitual noise makinghowling,

~~whining, yelping, barking, crowing, quacking, gobbling, honking, chirping, calling or other noises.~~

- (b) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow the animal to ~~howl, whine, yelp, bark, crow, quack, gobble, honk, chirp, call, or otherwise~~ make noise that is annoying or disturbing to a reasonable person for more than 15 minutes in duration (whether consecutive or not) in any 24 hour-period within the city.
- (c) Proof of ownership of a dog, cat or poultry shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this section.

(Code 2017, § 6-58; Ord. No. 2778, § 2, 8-27-2012)

Sec. 6-64. - Artificially colored animals.

No ~~animal chick, duckling, gosling, poult or rabbit that has been dyed or otherwise~~ colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

(Code 2017, § 6-62)

Sec. 6-65. - Sale of baby fowl or use as prize, premium

~~Chicks, ducklings, poult, goslings and other~~ Fowl younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than 102 to an individual person, unless sold by a person engaged in the business of selling such animals for agricultural or wildlife purposes.

(Code 2017, § 6-63)

Sec. 6-66. - Care of baby fowl displayed to public.

Stores, shops, vendors and others displaying ~~chicks, ducklings, poult, goslings or other~~ fowl to the public shall provide and operate brooders or other heating devices that may be necessary to maintain the animals in good health, and shall keep adequate food and water available to the animals at all times.

(Code 2017, § 6-64)

Another provision in the version of the ordinances passed on January 19 has to do with the maximum size of openings. Section 6-304 (Poultry Coop) and Section 6-305 (Poultry Run) both contain the following phrase: *No permanent openings greater than 2 1/8 inches in diameter are allowed.* With the addition of smaller species of birds such as pigeons and doves, these maximum allowances may be too large to prevent escape. It is therefore recommended that these provisions be stricken. It is believed that other language in the two sections would be sufficient such as “safe and secure” and

“completely enclosed so as to prevent the escape of the poultry.”

Staff researched general husbandry standards to investigate how to address this in the ordinance as well as consider how this would consistently be applied with licenses/land use permits and then code enforcement. Terms searched included “poultry husbandry standards”, “urban poultry standards”, “standards for backyard poultry”, “humane animal urban farming”, and “urban farming interest groups”. In a majority of cases, information found was primarily about chickens. Information on the other fowl proposed for Cedar Falls’ poultry ordinance was not found with these searches. A Poultry Extension website for Small and Backyard Poultry linked to five extension agencies including Iowa, Wisconsin, Pennsylvania, Kentucky, and Oregon. Two had no information on sizing of coops and runs, three of them indicated it should be based on body weight applying a standard from 1-2 square feet for the coop and 2 square feet for the run. Only one site went on to state that hens are typically 4-6 pounds, but species will vary. This approach brings a lot of variability to the license and land use permitting process. The weight will be different as the poultry grows, each animal will be a different size, and the owner may change their mix of poultry, to name a few examples. Staff is also concerned that finding an animal husbandry standard for each type of poultry permitted is not straightforward. This will not only require much time from staff in researching, but sets up for disagreements about which source should be considered a “generally accepted animal husbandry standard.” Staff considered whether a size needs to be identified at all in the ordinance. However, the concern with avoiding the topic then becomes how to address a concern on animal neglect, should that later occur. The same front end issues now just become back end issues. Animal neglect is typically a determination made by the humane society or animal control officers in the case of dogs and cats but not livestock animals such as poultry. The concerns here are not intended to be argumentative, rather to note the difficulty we could experience in dealing with interpretation and enforcement. Knowing these are often issues with ordinances, staff is working as diligently as possible to have a clear ordinance for the community. Therefore, setting a standard on the minimum size is recommended. It may be too large for some of the poultry types, just right for others, and slightly small if a turkey is housed. Owners should take care to appropriately size for larger animals. The research on the sizing of coops and runs also leads to recommending the originally proposed language remain (a minimum of three square feet per animal for both coop and run).

The attached ordinances are what staff interprets to be the amended versions from January 19<sup>th</sup> that were passed upon first consideration. The red lines show only the amendments passed on January 19<sup>th</sup>. All other changes to the original ordinances have been accepted.

In order to adopt the changes recommended in this Memorandum, Council would need to pass a motion or motions to amend to incorporate these changes. If such amendments were passed, these would constitute material changes and passage of the ordinances would need to begin again with first consideration. If these recommended changes are not adopted then the ordinances would be considered as a second

reading.

If Council wishes to make new amendments to the ordinances that are not contained in this Memorandum, it is recommended that such amendments be deliberated and a consensus reached, but that additional readings be postponed to the next meeting, thus allowing staff the ability to assess if such changes have other impacts or to research standards and consider how they could work most effectively.

If there is urgency to adopting these amendments, the Council may consider suspending the rules to allow the third reading to occur immediately following the second reading.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

### **ORDINANCE NO. 2981**

AN ORDINANCE **(1)**. REPEALING ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-1, AUTHORITY OF LAW ENFORCEMENT OFFICERS AND ANIMAL WARDENS; INTERFERENCE WITH OFFICER OR WARDEN; SECTION 6-2, ANIMAL NEGLECT; SECTION 6-3, ABANDONMENT OF CATS, DOGS OR POULTRY; SECTION 6-4, USE OF STREETS FOR DRIVING OR RIDING ANIMALS; SECTION 6-5, SECURING OF ANIMALS LEFT ON STREET; SECTION 6-6, RUNNING AT-LARGE PROHIBITED; GRAZING ON PUBLIC PROPERTY OR PROPERTY OF ANOTHER; SECTION 6-7, IMPOUNDMENT OF LIVESTOCK RUNNING AT-LARGE; SECTION 6-8, RECOVERY OF COSTS BY CITY FOR DAMAGE DONE BY ANIMALS; SECTION 6-9, DISPOSAL OF DEAD ANIMALS; SECTION 6-10, TRANSPORTATION OF DEAD ANIMALS; SECTION 6-11, ANIMALS CAUSING ANNOYANCE OR DISTURBANCE; AND SECTION 6-12, BUTCHERING OF ANIMALS PROHIBITED; **(2)**. REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-42, DEFINITIONS; SECTION 6-43, LICENSE REQUIRED FOR DOGS, CATS AND POULTRY; SECTION 6-44, APPLICATION FOR DOG OR CAT LICENSE; SECTION 6-45, APPLICATION FOR POULTRY LICENSE; SECTION 6-46, DOG, CAT AND POULTRY LICENSE FEES; SECTION 6-47, RABIES VACCINATION FOR DOGS AND CATS; SECTION 6-48, ISSUANCE AND USE OF DOG OR CAT LICENSE TAG; SECTION 6-49, DURATION OF DOG, CAT OR POULTRY LICENSE; TRANSFER OF TAG OR LICENSE; SECTION 6-50, IMPLIED CONSENT TO INSPECTION OF PROPERTY OF PERSON OBTAINING DOG, CAT OR POULTRY LICENSE; SECTION 6-51, EXCEPTIONS TO DOG, CAT AND POULTRY LICENSE REQUIREMENTS; SECTION 6-52, ANIMAL POUND; SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE; SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS; SECTION 6-55, DISPOSITION OF IMPOUNDED ANIMALS FOR CERTAIN PURPOSES PROHIBITED; SECTION 6-56, DUTY TO REPORT ATTACKS BY ANIMALS AND KNOWN OR SUSPECTED CASES OF RABIES; SECTION 6-57, CONFINEMENT OF ANIMAL BITING PERSON OR SUSPECTED OF HAVING RABIES; SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE; SECTION 6-59, PERMITTING DOG OR CAT TO ATTACK PERSONS OR ANIMALS, DESTROY PROPERTY; SECTION 6-60, NOISY DOGS, CATS OR POULTRY; SECTION 6-61, CONFINEMENT OF DOGS OR CATS IN HEAT; SECTION 6-62, CLEANUP OF ANIMAL DROPPINGS; SECTION 6-63, DUTY OF OWNER TO KEEP PREMISES IN SANITARY CONDITION; SECTION 6-64, ARTIFICIALLY COLORED ANIMALS; SECTION 6-65, SALE OF BABY FOWL OR USE AS PRIZE, PREMIUM; SECTION 6-66, CARE OF



BABY FOWL DISPLAYED TO PUBLIC; SECTION 6-67, GIVING AWAY ANIMAL AS BUSINESS INDUCEMENT; SECTION 6-68, DISPLAY OF WILD ANIMALS; SECTION 6-69, DUTY OF OWNER REGARDING CARE OF ANIMALS; AND SECTION 6-70, ANIMALS PROHIBITED; STURGIS FALLS CELEBRATION AND CEDAR BASIN JAZZ FESTIVAL; **(3)**. REPEALING DIVISION 3, DANGEROUS ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, DANGEROUS ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-131, DEFINITION; SECTION 6-132, AUTHORITY TO IMPOUND OR REQUIRE CONFINEMENT; SECTION 6-133, NOTICE OF IMPOUNDMENT; SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS; SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL; SECTION 6-136, PAYMENT OF IMPOUNDMENT FEES; AND SECTION 6-137, HARBORING PROHIBITED; **(4)**. REPEALING DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 4, AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS, CONSISTING OF SECTION 6-158, KEEPING OF AGRICULTURAL ANIMALS; SECTION 6-159, KEEPING OF CHICKENS AS NONCOMFORMING USE; AND SECTION 6-160, INDOOR PETS; ALL IN THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Article I, In General, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Article I, In General, is enacted in lieu thereof, as follows:

## **ARTICLE I. - IN GENERAL**

### **Sec. 6-1. - Authority of law enforcement officers and animal wardens; interference with officer or warden.**

Law enforcement officers and animal wardens shall have police powers in the enforcement of this chapter. No person shall interfere with, hinder, molest or abuse any such officer or warden in the exercise of such powers. For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, any law enforcement officer or animal warden is empowered to enter upon any premises upon which a dog, cat, poultry, horse or other animal is kept or harbored, to demand the exhibition by the owner of a dog, cat or poultry of the required license for the dog, cat or poultry and the exhibition of any required rabies vaccination tag, and, consistent with state law, to rescue animals threatened with abuse, neglect or torture.

### **Sec. 6-2. - Animal neglect.**

- (a) A person commits animal neglect when the person owns or has custody of an animal, and fails to provide the animal with any of the following conditions for the animal's welfare:
- (1) Access to food in an amount and quality reasonably sufficient to satisfy the animal's basic nutrition level to the extent the animal's health or life is endangered.
  - (2) Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow or ice does not satisfy this requirement.

- (3) Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent that the animal's health or life is endangered.
  - (4) Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health to the extent that the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow, or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed, poultry coop or doghouse.
  - (5) Grooming to the extent it is reasonably necessary to prevent adverse health effects or suffering.
  - (6) Veterinary care deemed necessary by a reasonably prudent person to relieve an animal's distress from any of the following:
    - i) A condition caused by failing to provide for the animal's welfare as described in this section.
    - ii) An injury or illness suffered by the animal causing the animal to suffer prolonged pain and suffering.
- (b) This section does not apply to any of the following:
- 1) A person issued or renewed an authorization to operate a commercial establishment, or a person acting under the direction or supervision of that person, if all of the following apply:
    - i) The animal, as described in subsection (a), was maintained as part of the commercial establishment's operation.
    - ii) In providing conditions for the welfare of the animal, as described in subsection (a), the person complied with the standard of care requirements provided in Iowa Code section 162.10A, subsection 1, including any applicable rules adopted by the state department of agriculture and land stewardship applying to any of the following:
      - A) A state licensee or registrant operating pursuant to Iowa Code section 162.10A, subsection 2, paragraph a or b.
      - B) A permittee operating pursuant to Iowa Code section 162.10A, subsection 2, paragraph c.
  - 2) A research facility, as defined in Iowa Code section 162.2, if the research facility has been issued or renewed a valid authorization by the state department of agriculture and land stewardship pursuant to Iowa Code chapter 162, and performs functions within the scope of accepted practices and disciplines associated with the research facility.
- (c) A person who commits animal neglect that does not cause injury, serious injury, or death to an animal is guilty of a simple misdemeanor.
- (d) It shall be the duty of any law enforcement officer or animal warden to seize and place in a proper animal shelter or animal pound any animal threatened with abuse, neglect or torture.

**Sec. 6-3. - Abandonment of cats, dogs or poultry.**

A person who has ownership or custody of a cat, dog or poultry shall not abandon such animal, except the person may deliver the animal to another person who will accept ownership and custody or the person may deliver such animal to an animal shelter or animal pound as defined in Iowa Code § 162.2. A person who violates this section is guilty of a simple misdemeanor. If a person is found guilty of a violation of this section or section 6-2, the disposition of the neglected or abused animal shall be determined by the court.

**Sec. 6-4. - Use of streets for driving or riding animals.**

No person having the care, custody or control of any driving or riding animal upon any street in the city shall permit such animal to exit a street beyond the curb lines, or edge of a street with no curbs, except in the case of domestic pets.

**Sec. 6-5. - Securing of animals left on street.**

It shall be unlawful for any person to leave standing loose or not securely tied to some post or other thing sufficient to restrain such animal from being at-large or running away, on any of the streets or other places outside of an enclosure within the limits of the city, any team or animal used for riding or driving, without the team or animal being in immediate charge of some person.

**Sec. 6-6. - Running at-large prohibited; grazing on public property or property of another.**

- (a) No horses, mules, jacks, cattle, swine, goats, sheep, or any other livestock animal shall be permitted to run at-large within the corporate limits of the city, nor shall any animal be permitted to be staked or tied out to graze on or in front of any person's premises without the consent of such person, nor shall any animal be permitted to be staked or tied out to graze in any of the public property of the city.
- (b) No owner or person having charge of any animal shall permit the animal to run at-large or to be staked out contrary to the provisions of this section.

**Sec. 6-7. - Impoundment of livestock running at-large.**

- (a) *Authority of law enforcement officers and animal wardens* It shall be the duty of any member of the public safety services department as well as animal wardens, when on duty, to take up, distraint and impound any animal found running at-large contrary to the provisions of section 6-6, and care for the animal until the animal's sale or release as provided in this section. Such animal shall be impounded in a proper animal shelter, animal pound, or other suitable place pending sale or release..
- (b) *Confinement by private persons.* Any person may take upon his own premises and distraint any animal running at-large contrary to the provisions of section 6-6 and endangering such person's or another's safety or property. Such person shall give notice forthwith to the public safety services department, or he may deliver such animal immediately to the public safety services department. In either case, the public safety services department shall impound the animal as authorized in subsection (a) of this section.
- (c) *Notice of impoundment.* Within 24 hours after the impoundment of any animal pursuant to this section, the chief of police shall post at city hall, in some conspicuous place in the place of impoundment and at some public place in the city, a notice particularly describing the animal impounded and calling on the owner thereof to identify and take charge of the animal after paying the fees and expenses incurred in the taking, impounding and keeping of such animal. The chief of police shall serve such notice personally on the owner if known.
- (d) *Sale of unredeemed animals.*
  - (1) If a distrainted animal has not been redeemed pursuant to the notice of distraint required by this section, the chief of police shall give notice of the sale of such animal after the expiration of two days from the time of impoundment. Such sale shall be at a public auction in front of the city pound or other place of impoundment, and it shall be held between the hours of 1:00 p.m. and 4:00 p.m. on a day not less than three days nor more than ten days from the date of posting notices. The day of posting shall be counted as the first day.
  - (2) The notice of distraint required by subsection (c) of this section shall contain a description of the animal and shall state the time and place of sale.
  - (3) At the time and place fixed for the sale in the notice, the chief of police shall proceed to sell such animal for cash at such public auction to the highest and best bidder therefor. In case no bid is received, or if in the opinion of the chief it is impossible to sell such animal, the chief shall humanely dispose of the animal. Within three days after the sale, the chief shall pay to the finance officer the proceeds of such sale.
- (e) *Redemption by owner.* The owner of any animal impounded in accordance with the provisions of this section may redeem the animal at any time before the sale thereof upon the payment to the chief

of police of all costs and expenses, including the costs of advertising, and after having first furnished to the chief satisfactory proof of ownership.

- (f) *Disposition of proceeds of sale.* After the sale authorized in subsection (d) of this section, the treasurer shall pay the balance, if any, remaining from the sale of the stock to the owner thereof, upon the written order of the mayor, provided such owner shall establish the owner's claim thereto before the mayor within one year from the date of the sale. After the expiration of one year, the money shall be declared forfeited to the city.
- (g) *Redemption fees.* Any person claiming any animal impounded in accordance with this section shall pay the chief of police such amounts as established by council resolution from time to time for each animal of every kind, for the discharge of such animal. The chief shall charge a further sum per head for each day's keeping of such animal, and for the cost of advertising if the animal has been advertised.

**Sec. 6-8. - Recovery of costs by city for damage done by animals.**

The city shall have a right of action in all cases against the owner or person in control of any of the animals mentioned in section 6-6 for all damages to public property.

**Sec. 6-9. - Disposal of dead animals.**

No person shall place or allow to be placed any dead animal in any public right-of-way or other public place in the city. No person shall allow any dead animal which the person owned or had control over at the time of death to remain in any public right-of-way or other public place for more than 24 hours after death. No person shall allow any dead animal to remain on such person's premises for more than 24 hours after death. Such persons, and all other persons in possession of a dead animal within the city, shall properly dispose of such dead animal within 24 hours.

**Sec. 6-10. - Transportation of dead animals.**

No person shall take, draw, haul or carry any dead animal through any street of the city without first securely covering and protecting such animal in a manner that will screen the animal from public view and exposure.

**Sec. 6-11. – Animals causing annoyance or disturbance.**

- (a) It shall be unlawful for any person keeping, owning or sheltering any animal to allow or permit such animal to cause annoyance or otherwise interfere with the premises of another, or by frequent and habitual noise making or otherwise cause serious annoyance or disturbance to reasonable persons.
- (b) No person shall be convicted under the provisions of this section except upon evidence of two or more reasonable persons of different households.

**Sec. 6-12. - Butchering of animals prohibited.**

Except as authorized in section 16-15, no person shall within the city limits slaughter, butcher or process any animal on public property or, within the sensory perception of any person not on the same premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law. Field dressing by authorized hunters of animals slaughtered in the areas designated for hunting in section 16-15 shall be allowed in those areas.

*Section 2.* Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 1, Generally, is enacted in lieu thereof, as follows:

**ARTICLE II. - ANIMAL CONTROL**

## DIVISION 1. – GENERALLY

### Sec. 6-42. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal* means any living creature, domestic or wild.

*Animal pound* means a facility for the prevention of cruelty to animals operated by the state, city or other political subdivision for the purpose of impounding or harboring seized stray, at large, homeless, abandoned, or unwanted animals, or animals threatened with abuse, neglect or torture; or a facility operated for such purpose under a contract with the city or incorporated society..

*Animal shelter* means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

*Animal warden* means any person employed, contracted, or appointed by the state, city or other political subdivision, for the purpose of aiding in the enforcement of the provisions of this chapter or any other state or federal law or ordinance relating to the licensing of animals, control of animals or seizure and impoundment of animals and includes any law enforcement officer, animal control officer, or other employee whose duties in whole or in part include assignments which involve the seizure or taking into custody of any animal.

*At large* means running or found loose within the city upon any street, alley, sidewalk or public or private grounds. A dog or cat, or poultry, properly licensed as required by this article, shall not be deemed at-large if it is:

- (1) On the premises of the owner and, in the case of poultry, either confined in a poultry coop or poultry run or under the direct physical control of the owner;
- (2) Under the control of a person competent to restrain and control the dog or cat, either by leash, cord, chain or other similar restraint not more than ten feet in length, or properly restrained within a motor vehicle;
- (3) Properly housed in a veterinary hospital or licensed kennel;
- (4) Accompanied by or at heel beside and obedient to the commands of the owner or a competent responsible person unless the dog is on a recreational trail. Dogs on recreational trails must be on a leash of six feet or less in length as required in section 17-275(3); or
- (5) A dog which is either under the control of a person competent to restrain and control the dog, or which is accompanied by or at heel beside and obedient to the commands of the owner or a competent responsible person, and which is within the confines of an authorized off-leash dog exercise facility as described in section 17-209, provided that such person is at all times in compliance with all of the provisions of such section.

*Cat* means all members of the species *Felis domestica*, male or female, whether altered or not.

*Chief animal control officer* means the chief executive officer or head of the animal control agency.

*Code enforcement officer* means any city employee, officer or contractor authorized to enforce the ordinances of the city.

*Dog* means all members of the canine species, male or female, whether altered or not.

*Health department* means the health department of the city or county.

*Horse* means an animal of the genus *Equus* and species *caballus*.

*Kennel* means any premises on which four or more dogs or four or more cats, four months old or older are kept. The term shall not include a veterinary hospital.

*Owner* means any person owning, keeping or harboring an animal.

*Pet shop* means any person engaged in the business of breeding, buying, selling or boarding animals of any species, except the operation of a kennel or agricultural or wildlife pursuits.

*Poultry* means one or more domesticated chicken, turkey, goose, ~~or~~ duck, quail, dove, pheasant or pigeon.

*Poultry coop* means a structure for the housing of poultry.

*Poultry run* means an enclosed outdoor area within which poultry can roam.

*Riding school or stable* means any person engaged in the business of teaching persons to ride horses, or providing horses to ride for a fee.

#### **Sec. 6-43. - License required for dogs, cats and poultry.**

The owners of all dogs and cats four months old or older, and of poultry four weeks old or older, shall annually obtain a license for such animal or animals as provided in this article.

#### **Sec. 6-44. - Application for dog or cat license.**

- (a) The owner of a dog or cat for which a license is required shall, on or before January 1 of each year, apply to the city clerk or designee for a license for each owned dog or cat . Such application for license may be made after January 1, and at any time, for a dog or cat which has come into the possession or ownership of the applicant, or which has reached the age of licensure after such date.
- (b) The application shall be in writing on blanks provided by the city clerk, and shall state the breed, sex, age, color, markings and name, if any, of the dog or cat, and the name and address of the owner, and be signed by the owner. Such application shall also state the date of the most recent rabies vaccination, the type of vaccine administered and the date the dog or cat shall be revaccinated.

#### **Sec. 6-45. –Application for poultry license.**

- (a) The owner of poultry for which a license is required shall, on or before January 1 of each year, apply to the city clerk or designee for a license for all owned poultry. Only one license shall be required, regardless of the number of poultry owned, up to the maximum number allowed under section 6-303. Such application for license may be made after January 1, and at any time, for poultry which has come into the possession or ownership of the applicant, or which has reached the age of licensure after such date.
- (b) The application shall be in writing on blanks provided by the city clerk, and shall state the total number of poultry, the name and address of the owner, and shall be signed by the owner.
- (c) Poultry may be replaced during the period of the license without obtaining a new license if the total number of poultry is not increased by such replacement. A reduction in the total number of poultry shall not require a new license but an increase in the total number of poultry shall require a new license.
- (d) License tags shall not be required for poultry.

#### **Sec. 6-46. – Dog, cat and poultry license fees.**

- (a) *Dogs and cats.* The annual license fee for each male dog or cat or spayed dog or cat or female dog or cat incapable of reproduction and for each unspayed female dog or cat shall be in an amount established annually by resolution of the city council. The license fee for all dogs or cats kept in a kennel shall be waived so long as the owner of the kennel dogs or cats pays the annual kennel fee and complies with all other requirements for kennels as contained in section 6-99. However, the

owner of all dogs or cats four months old or older must comply with all provisions of this article, including obtaining a rabies vaccination and license tag, even though the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a male dog or cat has been altered or that a female dog or cat has been spayed or is incapable of reproduction.

- (b) *Poultry.* The annual license fee for poultry shall be in an amount established annually by resolution of the city council.
- (c) *Delinquency.* All license fees for dogs, cats and poultry become delinquent on April 1 in the year in which they are due and payable, and a penalty in an amount to be established annually by the city council shall be added to each unpaid license fee on or after such date.

#### **Sec. 6-47. - Rabies vaccination for dogs and cats.**

- (a) *Vaccination prerequisite for obtaining license.* Before a license is issued for any dog or cat, the owner must present evidence with the application for the license that the dog or cat has been vaccinated against rabies. Such evidence shall be a certificate of vaccination signed by a licensed veterinarian, and the certificate shall show that the vaccination does not expire within six months from the effective date of the dog or cat license.
- (b) *Administration of vaccine; rabies tag.* The rabies vaccination required by subsection (a) of this section shall be an injection of antirabies vaccine approved by the state department of agriculture, and the frequency of revaccination necessary for approved vaccination shall be as established by such department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the state department of agriculture. The veterinarian shall issue a tag with a certificate of vaccination, and such tag shall at all times be attached to the collar of the dog or cat.
- (c) *Vaccination required.* Every owner of a dog or cat shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog or cat in his possession four months of age or over which has not been vaccinated against rabies.

#### **Sec. 6-48. - Issuance and use of dog or cat license tag.**

- (a) The city clerk or the designee of the city clerk shall, upon receipt of the application for a dog or cat license, payment of the license fee and proof of rabies vaccination, deliver or mail to the applicant a license, which shall be in the form of a metal tag.
- (b) The license tag shall be attached by the owner of a dog or cat to a substantial collar, and, during the term of the license, the collar, with attached license, shall be at all times kept on the dog or cat for which the license is issued. On the expiration of the license, the owner shall not remove the license tag from the dog or cat until the owner has purchased and attached a new current license tag for the dog or cat.

#### **Sec. 6-49. - Duration of dog, cat or poultry license; transfer of tag or license.**

- (a) *Duration of license; transfer of tag.* All dog, cat and poultry licenses shall expire on January 1 of the year following the date of issuance. A license tag issued for one dog or cat shall not be transferable to another dog or cat.
- (b) *Transfer of license.* When the permanent ownership of a dog, cat or poultry is transferred, the license for the dog, cat or poultry may be transferred by the city clerk by notation on the license record giving the name and address of the new owner.

#### **Sec. 6-50. - Implied consent to inspection of property of person obtaining dog, cat or poultry license.**

The application for and the receipt of a dog, cat or poultry license shall include an implied consent by the owner to permit an inspection of both real and personal property under the owner's control for the purpose of carrying out the provisions of this article.

#### **Sec. 6-51. - Exceptions to dog, cat and poultry license requirements.**



The requirements of this article for licenses for dogs, cats and poultry shall not apply to dogs, cats or poultry that are under the control of the owners or handlers and which are in transit or to be exhibited, or to nonresidents of the city, if they are in the state for less than 30 days, or which are assigned to a research institution or like facility.

**Sec. 6-52. - Animal pound.**

(a) *Establishment by city.*

- (1) The city may establish and maintain a municipal animal pound or shelter to be conducted and operated by the city.
- (2) It shall be the duty of the authorized person appointed by the city to supervise and control such pound or shelter to cause it to be kept in a sanitary condition and free from offensive odors, to provide for adequate wholesome food for animals impounded therein, to provide careful and humane treatment toward such animals, and to isolate diseased animals and provide for humane destruction of animals when necessary.

(b) *Authority to contract for care and disposition of animals in lieu of establishing pound.* The city may, in lieu of the establishment and maintenance of animal pounds, contract with any incorporated society or association for the prevention of cruelty to animals or with another municipality or other political subdivision, for the collection and protection of licensed or unlicensed dogs, cats and other animals or the maintenance of a shelter or pound for licensed or unlicensed dogs, cats or other animals, for the collection of dogs or cats or other animals at-large, for the destruction or other disposition of seized dogs or cats or other animals not redeemed as provided by ordinance, for the disposal of dead animals, and to assist in the collection of licenses upon dogs, cats and poultry.

**Sec. 6-53. - Impoundment of dogs, cats or poultry running at-large.**

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner is known. The impounding agency shall also post notice of the impounded dog, cat or poultry on its website, if such owner is known. If the owner does not redeem the dog, cat or poultry as provided in section 6-52, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

**Sec. 6-54. - Redemption of impounded animals.**

Any unlicensed dog, cat or poultry or any other animal restrained or impounded in accordance with provisions of this article shall be held for a period of five days if there is no known owner. Any dog, cat or poultry restrained or impounded that is licensed or wearing a rabies tag will be held for a period of seven days. Litters of puppies and kittens may only be held for 24 hours. At the end of the five- or seven-day period, the owner of the dog, cat, poultry or other animal may redeem the animal by obtaining the required license and/or rabies vaccination if required, and by paying the cost of impoundment, which shall include a pickup fee and a daily boarding fee. The cost of impoundment paid to the impounding agency shall be retained by the impounding agency. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

**Sec. 6-55. - Disposition of impounded animals for certain purposes prohibited.**

It shall be unlawful for any person employed by the city or any person employed by or connected with the animal pound or shelter, or any society or organization operating or

maintaining such pound or shelter under lease or contract with the city, to sell, give away or dispose of, through any pretext or by any device or means whatsoever, any dog or cat or other animal impounded in such pound to any person for the purpose of using such dog or cat or other animal as food, or for the purpose of medical experimentation unless the institution desiring such dog or cat or other animal for medical experimentation is duly approved and authorized by the state to conduct such experimentation, or for any other purpose except for pets and related activities.

**Sec. 6-56. - Duty to report attacks by animals and known or suspected cases of rabies.**

It shall be the duty of the owner of any dog or cat or any other animal which has bitten or attacked a person, or any person having knowledge of such bite or attack, to report this act to the health department, police operations division or animal warden. It shall be the duty of physicians or veterinarians to report to the health department the existence of any animal known or suspected to be suffering from rabies.

**Sec. 6-57. - Confinement of animal biting person or suspected of having rabies.**

Whenever a law enforcement officer or animal warden receives information that any person has been bitten by an animal, or that a dog, cat or other animal is suspected of having rabies, he or she shall order the owner to confine such animal in any manner as directed. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such official, and after two weeks the animal may be humanely destroyed. If such animal is returned to its owner, the owner shall pay the cost of impoundment, which shall include a pickup fee and a daily boarding fee.

**Sec. 6-58. - Permitting dog, cat or poultry to run at-large.**

- (a) *Prohibition.* It shall be unlawful for the owner of a dog, cat or poultry to:
- (1) *Generally.* Permit or allow a dog, cat or poultry to be at-large. Any dog, cat or poultry found at-large shall be presumed to be so with the permission of its owner and proof that such dog, cat or poultry was at-large, and of ownership, shall constitute in evidence a prima facie presumption in any proceeding charging any violation of this section.
  - (2) *Cemeteries.* Permit or allow a dog, cat or poultry to be in any public cemetery at any time.
- (b) *Exceptions.* The foregoing subsections (a)(2) and (a)(3) of this section shall not apply to service dogs or assistive animals used by handicapped persons.
- (c) *Repeated violations.* Any owner of a dog, cat or poultry who has been found in violation of this section on three or more occasions within a two-year period immediately prior to impoundment of an animal found to be in violation of this section, shall not have the right to redeem such animal from impoundment as provided for in section 6-54. Instead, the animal shall be disposed of as provided for in section 6-55.

**Sec. 6-59. - Permitting dog or cat to attack persons or animals or destroy property**

It shall be unlawful for the owner of a dog or cat to permit such dog or cat to attack persons, domestic animals or destroy property, or to permit such dog or cat to place persons in reasonable fear of attack or injury. Proof of ownership of a dog or cat and that the dog or cat did attack persons or domestic animals, destroy property or place persons in reasonable fear of attack or injury shall constitute in evidence a prima facie presumption of permission of the owner in any proceeding charging violation of this section.

**Sec. 6-60. - Noisy dogs, cats or poultry.**

- (a) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow such animal alone or in combination with others to cause serious annoyance or disturbance to a reasonable person by frequent and habitual howling, whining, yelping, barking, crowing, quacking, gobbling, honking, chirping, calling or other noises.
- (b) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow the animal to howl, whine, yelp, bark, crow, quack, gobble, honk, chirp, call, or otherwise make noise annoying or disturbing to a reasonable person for more than 15 minutes in duration (whether consecutive or not) in any 24 hour-period within the city.
- (c) Proof of ownership of a dog, cat or poultry shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this section.

**Sec. 6-61. - Confinement of female dogs or cats in heat.**

The owner of any female dog or cat in heat shall confine the female dog or cat in a building, or keep the dog or cat in his presence, so that the female dog or cat cannot come into contact with another animal except for planned breeding.

**Sec. 6-62. - Cleanup of animal droppings.**

It shall be unlawful for any owner or person in charge of an animal to fail to clean up and remove as soon as possible any excrement or droppings deposited by the animal on any real estate, whether privately or publicly owned, other than on the premises of the owner or person in charge.

**Sec. 6-63. - Duty of owner to keep premises in sanitary condition.**

It shall be unlawful for the owner or person in charge of any dog, cat, poultry, horse or other animal to permit excrement or droppings from any of such animals to collect on the premises of the owner or person in charge, causing odor or unsanitary conditions. Failure to keep the premises in a clean and sanitary condition shall be deemed a nuisance and may be abated as provided in chapter 15.

**Sec. 6-64. - Artificially colored animals.**

No chick, duckling, gosling, poult or rabbit that has been dyed or otherwise colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

**Sec. 6-65. - Sale of baby fowl or use as prize, premium**

Chicks, ducklings, poults, goslings and other fowl younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than 12 to an individual person, unless sold by a person engaged in the business of selling such animals for agricultural or wildlife purposes.

**Sec. 6-66. - Care of baby fowl displayed to public.**

Stores, shops, vendors and others displaying chicks, ducklings, poults, goslings or other fowl to the public shall provide and operate brooders or other heating devices that may be necessary to maintain the animals in good health, and shall keep adequate food and water available to the animals at all times.

**Sec. 6-67. - Giving away animal as business inducement.**

No person shall give away any live vertebrate animal as a prize for or as an inducement to enter any contest, game or other competition, or as an inducement to enter a place of amusement, or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

**Sec. 6-68. - Display of wild animals.**

No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed so as to apply to a theatrical exhibit or circus, except that no theatrical exhibit or act shall be held in which animals are encouraged to perform through the use of chemical, electrical or mechanical devices.

**Sec. 6-69. - Duty of owner regarding care of animals.**

- (a) *Standard of care.* Each owner or keeper of an animal shall comply with the standards of care for each such animal set forth in this section. Failure to comply with any standards of care set forth in this section shall be a violation of this section.
- (b) *Adequate veterinary care.* It shall be the duty of each owner or keeper of an animal to provide the animal with adequate veterinary care, which shall mean that a sick, diseased, or injured animal shall be provided with a proper program of care that is recommended by a veterinarian, or shall be humanly euthanized. Each animal shall be provided with proper immunizations, proper flea control measures, and proper preventive health care, including parasite control.
- (c) *Cleaning and grooming.* It shall be the duty of each owner or keeper of an animal to keep the animal clean, and to provide proper grooming as appropriate for the species.

**Sec. 6-70. - Animals prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival**

- (a) The city council shall designate the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival, in the city. Such designation by resolution shall occur no later than two weeks prior to the start of the Sturgis Falls Celebration and Cedar Basin Music Festival, which take place simultaneously.
- (b) It shall be unlawful for the owner of an animal to permit or allow the animal to be in the areas designated by the city council as Sturgis Falls Celebration and Cedar Basin Music Festival, locations during the designated dates. The following listed dogs are exempt: a certified police canine, rescue dog or tracking dog acting on behalf of a public safety agency in the performance of its duties, or engaged in approved training or a public demonstration of its skills; service dog; certified therapy dog; assistive animal.

*Section 3.* Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Dangerous Animals, is enacted in lieu thereof, as follows:

**ARTICLE II. - ANIMAL CONTROL**

**DIVISION 3. - DANGEROUS ANIMALS**

**Sec. 6-131. - Definition.**

For purposes of this division, any animal which attacks or injures any person or domestic animal, or which constitutes a physical threat to any person or domestic animal, shall constitute a dangerous animal; provided, however, that a dog assisting a peace officer engaged in law enforcement duties shall be exempt from the provisions of this division.

**Sec. 6-132. - Authority to impound or require confinement.**

If a law enforcement officer or animal warden, in his or her discretion, believes that a dangerous animal poses an unreasonable risk or threat of harm to any person or domestic animal, the officer or warden may impound such dangerous animal. As an alternative to impoundment, the officer or warden may, in his or her discretion, leave a dangerous animal in the custody of its owner, upon receipt of the owner's written agreement to keep the dangerous animal in a secure enclosure until such time as the chief of police or designee reviewed the circumstances and taken action under section 6-134.

**Sec. 6-133. - Notice of impoundment.**

Upon impoundment of a dangerous animal under section 6-132, the law enforcement officer or animal warden shall notify the owner as soon as practicable, but in any event within 48 hours after such impoundment, if the owner is known.

**Sec. 6-134. - Disposition of impounded animals.**

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
  - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:
    - a. Requiring that, at all times, the animal either be confined in a secure enclosure, or be attended by the owner or a person capable of controlling the animal who is eight years of age or older, and restrained by a secure collar and leash of sufficient strength to prevent escape.
    - b. Prohibiting the animal from being chained, tethered or otherwise tied to any fixed object such as a tree, post or building.
    - c. Requiring the owner to inform by any means, including written notification, signs, etc., any persons, including, but not limited to, the postmaster, utility company, meter readers or other persons who routinely come on the property of the owner, that a dangerous animal is on the premises, or, if the owner moves his residence to another location within the city, to inform any such persons that the animal is now on the new premises.
    - d. Requiring the owner to prove financial responsibility for any injury or damage which may be caused by the animal by posting a cash or surety bond for an amount up to \$1,000.00.

- e. Requiring the owner to agree to neither sell, offer for sale, breed, give away, nor take any designated dangerous animal out of the city without first having given written notice thereof to the animal control officials.
  - f. Requiring the owner to attend a prescribed course in animal owner responsibility or an obedience class.
  - g. Requiring the owner to tattoo the dangerous animal to provide permanent identification of the animal.
  - h. Requiring all fees and expenses described in section 6-136 to be paid by the owner before the animal is released to the owner.
  - i. Requiring the owner to agree that failure to comply with any of the terms and conditions of the written agreement may result in the animal subsequently being impounded and humanely destroyed.
- (3) Cause the animal to be humanely destroyed if, in the opinion of the chief of police, the release of such animal would create an unreasonable risk of harm to the public safety.
- (b) In making its determination regarding the disposition of the animal, the chief of police shall consider all of the circumstances, including, but not limited to, whether the animal's behavior was provoked by any person or other animal.

**Sec. 6-135. - Notice of destruction of animal; appeal.**

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
  - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.
  - (3) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.
  - (4) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.
  - (5) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.
- (b) *Action by administration committee.* After hearing such testimony and evidence as it may deem proper, the administration committee of the city council may:
- (1) Uphold the decision of the chief of police and order the animal humanely destroyed.
  - (2) Modify or reverse, either in whole or in part, the decision of the chief of police, and order the return of the animal to its owner, and impose such conditions upon such return as may be reasonably necessary to ensure the public safety, including, but not

limited to, the terms and conditions set forth in sections 6-134(a)(2)a through i, or a continuation of the impoundment of such animal for a period not to exceed 30 days from the date of the hearing.

- (c) *Enforcement of decision.* After the decision of the administration committee of the city council has been rendered as provided in this section, the chief of police shall take such action as is necessary to carry out such decision.

**Sec. 6-136. - Payment of impoundment fees.**

The owner of a dangerous animal which has been impounded pursuant to this division shall be charged for all costs incurred in connection with the impoundment of the animal, including, but not limited to, a pickup fee and a daily boarding fee. The owner shall be required to pay all such fees before any animal is released to its owner.

**Sec. 6-137. - Harboring prohibited.**

No person shall knowingly harbor or hide or cause to be harbored or hidden any known dangerous animal. Any such animal shall immediately be surrendered to a law enforcement officer or animal warden. Any violation of this section shall constitute a simple misdemeanor, and shall be punished accordingly.

**Secs. 6-138—6-157. - Reserved.**

*Section 4.* Division 4, Agricultural Non-domestic Animals and Exotic Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 4, Agricultural Non-domestic Animals and Exotic Animals, is enacted in lieu thereof, as follows:

**ARTICLE II. - ANIMAL CONTROL**

**DIVISION 4. - AGRICULTURAL NON-DOMESTIC ANIMALS AND EXOTIC ANIMALS**

**Sec. 6-158. - Keeping of agricultural animals.**

No horse, mule, cow, calf, swine, sheep, goat, llama, camel, ostrich, peacock, or other agricultural animal or specialized breed of such agricultural animal shall be kept on any property that is not located in the A-1 Agricultural District under chapter 26, zoning, with the exception that horses may be kept on properties that are zoned R-1 Residential District, on the terms provided in section 26-164.

**Sec. 6-159. - Keeping of chickens as nonconforming use.**

- (a) *Existing nonconforming use.* The keeping of chickens that are located on any property that is not zoned A-1 Agricultural District, under chapter 26, zoning, as of November 1, 2006, is hereby declared to be a nonconforming use. Any person who owns or possesses chickens that are located on any property in any zoning district other than the A-1 Agricultural District under chapter 26, zoning, as of November 1, 2006, may continue to keep not more than three chickens, but not to include roosters, on such property, as long as such chickens are kept in a totally enclosed structure which is located outside of a residential dwelling, and which is located at least 25 feet from any other residential dwelling.



- (b) *Termination of nonconforming use by discontinuation.* In addition, if such person discontinues the keeping of chickens on such property for a period of one year, such nonconforming use shall terminate, and the use of the property shall thereafter conform to the requirements of section 6-158. The keeping of such chickens shall be specific to the property on which the chickens were located on November 1, 2006, and shall be specific to the person keeping such chickens on such property as of such date, and may not be transferred to any other person or to any other property.
- (c) *Termination of nonconforming use for health reasons.* Further, in the event of issuance of an advisory by any department of public health, federal, state or local, that all chickens must be exterminated in the interests of public health, the keeping of all chickens that then constitute a valid nonconforming use under this section shall immediately terminate, and shall not thereafter be re-established on such properties, and the use of all such properties shall thereafter conform to the requirements of section 6-158.

**Sec. 6-160. - Indoor pets.**

Gerbils, hamsters, guinea pigs, rabbits, mice, birds, snakes, insects, lizards, and other similar animals that are normally maintained as household pets and kept in an enclosure inside a principal or accessory structure located on a property are not, by the provisions of this division, prohibited in any zoning district in the city. Poultry is not considered a household pet under this section.

INTRODUCED: \_\_\_\_\_ January 19, 2021 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ January 19, 2021 \_\_\_\_\_

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

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

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

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

ATTEST:

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

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

**ORDINANCE NO. 2982**

AN ORDINANCE AMENDING ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW DIVISION 5, REAR YARD POULTRY, CONSISTING OF SECTION 6-301, GENERALLY; SECTION 6-302, POULTRY LICENSE; SECTION 6-303, FEMALE POULTRY ONLY; MAXIMUM NUMBER; SECTION 6-304, POULTRY COOP; SECTION 6-305, POULTRY RUN; SECTION 6-306, POULTRY COOP AND POULTRY RUN LAND USE PERMIT; SECTION 6-307, REVOCATION OF PERMIT; ENFORCEMENT; NUISANCE; AND SECTION 6-308, REVOCATION OF POULTRY LICENSE FOR PUBLIC HEALTH.

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

*Section 1.* Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Division 5, Rear Yard Poultry, as follows:

**ARTICLE II. - ANIMAL CONTROL**

**DIVISION 5. – REAR YARD POULTRY**

**Sec. 6-301. – Generally.**

Poultry may be kept in the rear yard area of a dwelling located on a residential block in the city as long as the owner of such residence complies with the following:

- (a) The poultry shall be kept at all times in a poultry coop and poultry run on the premises. The poultry coop and poultry run shall be maintained in a reasonably clean, sound, safe and sanitary condition.
- (b) No part of the poultry coop or poultry run shall be located within 25 feet of a dwelling located on an adjoining property and no part of a poultry coop or poultry run shall be located closer to any street side lot line than the principal dwelling on the lot. In addition, the poultry coop must be located at least two feet from any side or rear property line.
- (c) The owner of the poultry must reside on the premises where the poultry is located.

For purposes of this section a “residential block” means a city block in which at least half the structures are permanent residences.

**Sec. 6-302. – Poultry license.**

In addition to a land use permit, a poultry license as provided for in division 1 must be obtained and maintained for poultry to be kept. All outstanding fees, assessments and fines related to poultry must be paid in full prior to issuance or renewal of a poultry license.

**Sec. 6-303. – Female poultry only; maximum number.**

Only poultry of female gender is allowed to be kept. No more than 10 total poultry in any combination of species may be kept at a single residence, at any one time.

**Sec. 6-304. – Poultry coop.**

Poultry shall be kept in a poultry coop located on the poultry owner’s property. The size of the poultry coop shall comply with generally accepted animal husbandry standards~~be at least three square feet in size~~ for every individual poultry kept there. The poultry coop shall be of sufficient structural soundness to keep the poultry safe and secure. No permanent openings greater than 2 1/8 inches in diameter are allowed. Materials used in the construction of the poultry coop must be similar in appearance and quality to the main structure or accessory structures on the premises, unless purchased as an item advertised as a complete, standalone poultry confinement structure. A detached garage or shed located on the premises may be used as a poultry coop provided that the poultry is confined to a specific area of such structure. The poultry coop shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry coop shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

**Sec. 6-305. – Poultry run.**

A poultry run is required for the keeping of poultry. The poultry run must be attached to the poultry coop so that poultry may have free access to either at all times. The poultry run shall be completely enclosed so as to prevent the escape of the poultry. No permanent openings greater than 2 1/8 inches in diameter are allowed. The size of the poultry run shall comply with generally accepted animal husbandry standards~~be at least 10 square feet~~ for every individual poultry kept. Materials used for the poultry run shall be sturdy and self-supporting. The poultry run shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry run shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

**Sec. 6-306. – Poultry coop and poultry run land use permit.**

Prior to the keeping of any poultry, a poultry owner must obtain a land use permit for the poultry coop and poultry run from the zoning administrator or designee. The granting and continuation of such land use permit shall be conditioned on compliance with the requirements set forth in this division. A dimensional site plan of the poultry coop and poultry run shall be required as part of the application for such permit, including distances from neighboring

dwellings. Construction of a poultry coop larger than 120 square feet in size shall also require a building permit. If the poultry coop or run is to be moved, the site plan shall also show the entire area where the coop and run may be located. Any substantial modification of the poultry coop or poultry run shall require a new land use permit.

**Sec. 6-307. – Revocation of permit; enforcement; nuisance.**

Failure to maintain a poultry coop or poultry run in a reasonably clean, safe, sound and sanitary condition or in compliance with the requirements of this division may result in suspension or revocation by the zoning administrator of the land use permit after notice to the owner and after a reasonable opportunity for hearing. Code enforcement officers of the city are authorized to enforce the requirements of this division. Failure to comply with the requirements of this division may also constitute a nuisance to be abated as provided for in chapter 15.

**Sec. 6-308. – Revocation of poultry license for public health.**

In the event of issuance of an advisory by any department of public health, federal, state or local, that poultry must be exterminated in the interests of public health, any poultry license issued under this division shall be deemed immediately revoked, and the owner of such poultry shall take immediate steps to comply with such advisory, or in the alternative the poultry may be seized and exterminated by the city at the owner’s cost.

INTRODUCED: \_\_\_\_\_ January 19, 2021 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ January 19, 2021 \_\_\_\_\_

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

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

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

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

ATTEST:

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

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

**ORDINANCE NO. 2983**

AN ORDINANCE (1). AMENDING SECTION 15-2, NUISANCE DEFINED; CERTAIN ACTS, CONDITIONS DECLARED AS NUISANCES, OF ARTICLE I, IN GENERAL, BY ENACTING A NEW UNTITLED SUBSECTION (43); AND (2). AMENDING SECTION 15-83, GENERAL NOISES PROHIBITED, OF ARTICLE III, NOISE, BY STRIKING UNTITLED SUBSECTION 15-83(B)(4) AND ENACTING A NEW UNTITLED SUBSECTION 15-83(B)(4) IN LIEU THEREOF; ALL OF CHAPTER 15, NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 15-2, Nuisance Defined; Certain Acts, Conditions Declared as Nuisances, of Article I, In General, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new untitled subsection (43), as follows:

- (43) Any poultry coop or poultry run that is not in a reasonably clean, sound, safe and sanitary condition or that does not comply with construction requirements as set forth in division 5 of article II of chapter 6 of this code.

*Section 2.* Untitled subsection (b)(4) of Section 15-83, General Noises Prohibited, of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new untitled subsection (b)(4) is enacted in lieu thereof, as follows:

- (4) *Keeping noisy animals.* The keeping, upon any premises owned, occupied or controlled by any person, of any animal otherwise permitted to be kept which, by any sound or cry, shall cause annoyance or discomfort to a reasonable person of normal sensibilities.

INTRODUCED: \_\_\_\_\_ January 19, 2021

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ January 19, 2021

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

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

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

ATTEST:

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

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**  
 220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
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 www.cedarfalls.com

**TO:** City Council  
**FROM:** Mayor Robert M. Green *Robert Green*  
**DATE:** January 29, 2021  
**SUBJECT:** **Mayor's Monthly Report for January 2021**  
**REF:** (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties  
 (b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council's expressed desire in references (a) and (b) for "Mayor's Updates" separate from the Departmental Monthly Reports, I will provide a written report of activities at the first meeting of each month in 2021.
2. **Notable Activities for the Previous Month (January 2021).**
  - a. **Sturgis Falls / Live to 9 / Cedar Basin Event Discussions.** Staff and I have been working with the event leaders of these three important civic events to come to an amicable resolution for hosting them on the same weekend. The discussions are ongoing.
  - b. **Regular Monthly Meetings with CMS, GCV, CHP, CFU.** I continue to meet with these community leaders to discuss joint topics; parking is a key topic for CMS and CHP.
  - c. **Regular Emergency Management Commission Meeting.** On January 21, I met with other Commissioners to interview and select our county's new EMA coordinator, as Lorie Glover will be retiring in the near future. I also was elected Vice-Chair of the commission, and am looking forward to learning much in this new role.
  - d. **Martin Luther King Day Virtual Banquet.** The banquet was held virtually this year, with an excellent 50 minute video, available at <https://fb.watch/3k4Np8IQZL/>. I look forward to attending in person in 2021 and will have tickets for council members wishing to attend.
  - e. **UNI Quest Participation.** January 26<sup>th</sup> was the first day of UNI's Quest program, which are facilitated discussions regarding racial injustice. My group of eight members includes Lt. Kari Rea from CF Public Safety Department. The opener discussion was excellent, and I'm looking forward to our weekly meetings in these next five weeks.
  - f. **Review of Police Stop.** In the early hours of January 19<sup>th</sup>, a Black resident was stopped by the CFPD. Immediately after, the resident posted to social media that the stop was racial profiling. I met with the Police Chief later that day to review all of the available records

and documentation, including dash cam footage. After reviewing this information with four council members and the Human Rights Commission chair, I am satisfied that racial profiling did not occur, and that the officers acted appropriately.

- g. ***Robert's Rules of Order Book Distribution.*** In January used mayor funds to purchase a copy of Robert's Rules of Order in Brief (\$9) for every board member and commissioner who requested it, and copy of the full book (\$18) for council members and board chairs. In 2021, I will be working with all city presiding officers (i.e. board, commission, committee and task force chairs) to gain a stronger practical working knowledge of parliamentary procedure, so that their meetings are as orderly and productive as possible. It is very important to build up deliberative facilitation skills in our civic leaders.
3. **Notable Anticipated Activities for the Next Month (February 2021).**
- a. ***City Council / Human Rights Commission Joint Work Session (February 15<sup>th</sup>).*** Prior to the regular council meeting, the council and HRC are scheduled to have a joint work session, where the HRC will present its proposed action plan for 2021 for discussion. This will be an important meeting for ensuring that the Council and the HRC are on the same page in addressing discrimination and inequity in our city.
- b. ***Public Safety Special Report Distribution.*** The Cedar Falls Public Safety Department has completed its draft of a five year list of goals, objectives, and strategies, which the council has requested be called a special report (as it is a report-out to me as mayor of the department's existing goals and objectives). After my final review, I will attach a cover letter of endorsement, and provide it to city council members and the public. I anticipate this occurring in mid- to late-February.
- c. ***Preparations for Council discussion of Council Committee Structure.*** In Goal Setting and other discussions, members have expressed interest in considering a return to the standing committee structure employed prior to 2013; since at least that time, nearly all matters have been taken up in Committee of the Whole rather than in the council's standing committees. I invite council members to study Robert's Rules (Newly Revised) §50, which describes the role and conduct of parliamentary committees. This understanding will be important for an informed discussion of a return to committees.
4. **Future Monthly Reports.** This format is a work in progress, and I hope is a useful record for the Council's use. I also hope that it will give the public some additional insight into the mayor's role in Cedar Falls, as well as transparency and accountability. Please let me know if you have additional thoughts or ideas on how to make this report as useful as possible to you.

Xc: City Clerk  
City Administrator

###



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
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**TO:** City Council  
**FROM:** Mayor Robert M. Green *R. M. Green*  
**DATE:** January 26, 2021  
**SUBJECT:** Appointment of David Kivett as Human Rights Commissioner  
**REF:** (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate David Kivett for appointment to the Human Rights Commission to fill the remaining term of a current vacancy ending on 7/1/2022.
2. Pastor Kivett submitted his application to the Human Rights Commission in January 2020. His application was considered as part of the early January appointment process. Though not selected, he was considered a strong candidate by the selection panel.
3. After the Council's HRC approvals on January 19<sup>th</sup>, I solicited suggestions for a male candidate (to meet general balance requirements) from the president of the Black Hawk County NAACP, LaTonya Graves. She strongly recommended Pastor Kivett, who has served ably for several years on the Black Hawk County NAACP's Executive Committee. Additionally, he serves on the Cedar Valley Interfaith Council, providing an excellent bridge to these two important Human Rights Commission stakeholder groups.
4. I conducted a half-hour interview with Pastor Kivett on January 25<sup>th</sup>. He expressed his understanding of the Human Rights Commission's new focus on education, outreach, advocacy, and research, rather than direct complaint investigation. From his background and our discussion, I believe he will bring excellent knowledge and skills to these important endeavors in the years ahead.
5. Please feel free to contact me regarding this candidate, if you need additional information.

Encl: (1) General Application and Candidate Questionnaire for David Kivett

Xc: City Administrator  
Director, Finance and Business Operations  
Staff Liaison  
Board Chair

###



CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Dave Kivett Gender: M Date: 1/30/2020
Home Address: 1115 Oak Park Blvd Phone: 319 883-1014
Work Address: 2015 Rainbow Dr Phone: 319 268-0153
Email Address: dkivett@cfi.net Cell: 319 883-1014
Employer: Cedar Heights Community Presbyterian Position/Occupation: Pastor
If Cedar Falls resident, length of residency: 5 yrs Ward: 8
NOMINEE FOR: Human Rights Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)
Cedar Valley Interfaith Council - co moderator 2016 - present
NAACP - Executive committee 2017 - present

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.
I'm a local pastor & very comfortable working with others on boards & committees

List reasons why you would like to be appointed and what contributions you believe you can make.
As a minister Sullivan, I have experience in this area

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.
No

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.

City of Cedar Falls

HUMAN RIGHTS COMMISSION  
Nominee's Questionnaire

1. Please explain your knowledge of human/civil rights laws and regulations.

I know some about the process from  
my experience with the NAACP

2. What interests you in becoming a member of the Human Rights Commission?

My heart for civil rights  
My humility as a white male Christian leader

3. What availability and commitment will you have for attending committee and commission meetings (i.e. late afternoons, evenings, etc.)?

Afternoons & evenings can work

4. Please share your experience with community diversity groups, study circles and/or human rights education outreach.

I recently led a book group on "The Color of Compromise"  
with Abraham Furness

5. Please share any experience you may have with discrimination case review and/or investigation.

See question 1

  
Signature

Jan. 30 2020  
Date

## CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

January 19, 2021

The City Council held a special work session at City Hall via teleconference at 5:10 p.m. on January 19, 2021, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments.

Mayor Green introduced the only item on the agenda, Administrative Policy No. 7.

Mayor introduced City Attorney Kevin Rogers.

Attorney Rogers explained that the Code of Ordinance contains several provisions related to Council procedure and that it is located in chapter 2 of the Code of Ordinances. Administrative Policy No. 7 fills in the gaps of governing Council procedure when meetings are conducted and is adopted by resolution. Anyone reviewing these documents should read the Code of Ordinance and Administrative Policy No. 7. If the two conflict, the Code of Ordinances would prevail. The Administrative Policy No. 7 repeats verbatim many or all of the code provisions. Administrative Policy No. 7 is accessible to the public at cedarfalls.com, Government, City Council Meeting Procedures. Mayor Green showed Administrative Policy No. 7 and stated it was adopted in 1991 and last amended April of 2018.

Mayor opened the meeting for discussion.

Councilmember Harding asked to discuss having public forum at the end and beginning of council meetings and for clarification of committees between the ordinance and Administrative Policy No. 7, as they are different.

Attorney Rogers stated the ordinance and Administrative Policy No. 7 policy should be consistent.

Councilmember Harding asked about options with regard to the committee structure. Attorney Rogers stated that Council should clarify committee structure and if the committees that are listed in the ordinance are going to be utilized. He also stated that if committees will not be utilized, an ordinance change is in order. Councilmember Harding asked if Committee of the Whole not being listed in the ordinance is a problem. He also asked if the ordinance and Administrative Policy No. 7 would need to be changed. Attorney Rogers stated that the Administrative Policy No. 7 didn't get in the way and it's talking about something different. He stated Council could choose to operate in a Committee of the Whole forum and adopt a resolution to that effect. Rules of Council procedure being in the Code of Ordinances is unusual. Council can choose to just go by the Administrative Policy No. 7; which means having something set forth in the Administrative Policy No. 7 that's not in the Code of Ordinances is acceptable as long as there's no conflict. Councilmember Harding asked about amending the ordinance to take out the committees and just following the committee structure in Administrative Policy No. 7. Attorney Rogers confirmed amending the ordinance to take

out committees is acceptable. Councilmember Harding asked if Administrative Policy No. 7 committees can then be changed by resolution. Attorney Rogers confirmed. Mayor asked if there was consensus to pull committee names out of City Ordinances and just list them in Administrative Policy No. 7. Councilmember Kruse asked to table discussion on committee structure until the Work Session. Attorney Rogers confirmed we have three committees in the Code of Ordinances and two listed in Administrative Policy No. 7. Councilmember Harding agreed to delay discussion on committee structure. Councilmember Harding suggested taking committees out of City Code and listing them in Administrative Policy No. 7 by name. Councilmember Kruse again suggested reviewing committee structure after Council Work Session. Councilmember Harding suggested giving staff direction to change the City Code of Ordinances to not list each committee and instead have them outlined only in Administrative Policy No. 7. Mayor directed Councilmembers to Code of Ordinances, Article II, 2-68, and suggested removing section (b): "The following shall be the standing committees: (1) Administration, (2) Public Works and (3) Community Relations and Planning." Councilmember deBuhr agreed Council should wait until after Work Session for discussion. Councilmember Sires agreed.

Mayor Green asked for Council discussion on other topics in Administrative Policy No. 7. Councilmember deBuhr stated the reason public forum was suggested to be moved to the beginning of the Council meeting is so the public doesn't have to wait until the end of Council meetings to speak. Councilmember Kruse stated the public can email or call Councilmembers at any time. After discussion from all Councilmembers, Councilmember deBuhr suggested moving it to the beginning of the agenda and giving the public five minutes. Councilmembers agreed.

Mayor Green stated he'd like to discuss clarification of part II, rule 6 in Administrative Policy No. 7. He noted that rule 6 doesn't specify how to call a special meeting, other than filing by four Councilmembers in writing or via email. Councilmember Kruse stated council updates or referrals could result in a special meeting and be voted upon by four Councilmembers. Councilmember Miller asked about sending an email to Council and Mayor requesting a special meeting. If three others were to agree, would this be appropriate? Attorney Rogers confirmed that it is appropriate, but when starting to suggest a day/time and any mention of the merits of the topic, it could become very problematic. Councilmember Kruse stated that in the past he's requested items be circulated to the City Administrator, Mayor, Legal Counsel and Councilmembers for review and asked for response. Attorney Rogers stated if a Councilmember contacted the City Clerk stating they had a topic for discussion for a special meeting, this would be appropriate. A special meeting item can be requested to be placed on the agenda for discussion and Attorney Rogers confirmed this is the cleanest way. Attorney Rogers will clarify rule 6 wording and bring something to Council. Councilmember Harding asked if it would be appropriate for four City Councilmembers to request a special meeting by contacting the City Clerk. Attorney Rogers confirmed this procedure would be the most time effective. Councilmember Harding suggested doing a group email to all Councilmembers, Mayor and the City Clerk and have individual Councilmembers reply to the City Clerk. Councilmember Darrah asked if there are stipulations on calling a special meeting. He suggested contacting the Mayor if a special meeting is wanted by a

Councilmember and then Mayor can decide if a special meeting is desired. Councilmember deBuhr suggested leaving rule 6 as is and there was a consensus to do so. Councilmember Harding suggested clarifying it to four Councilmembers' request via the City Clerk.

Mayor Green brought up the decorum in meetings and wanted to spell out some of the information from Robert's Rules of Order for the public to see. Examples: Confining remarks to the merits (being germane), refraining from attacking a member's motives, refraining from disturbing the assembly, addressing all remarks to the chair and avoiding the use of member names. Councilmember Kruse stated if the City operates under both Administrative Policy No. 7 and Robert's Rules don't Robert's Rules automatically apply. Mayor Green confirmed they do apply, but very few people have Robert's Rules to refer to and having a few of these rules clarified in Administrative Policy No. 7 would be helpful. Councilmember Harding agreed to add some rules on the decorum in the meeting. Mayor Green asked if anyone was opposed to bringing forward a draft. Councilmember deBuhr recommended keeping these short and stated that it is brought up in rule 56 (Applicability of Robert's Rules of Order). Attorney Rogers stated public forum rules also bar comments that could be construed as a personalized attack, impertinent or slanderous towards another party. Mayor Green stated that he would call that more of a convenience item/question. If someone speaks directly to Councilmembers he can refer them to address the Mayor and refer them to Robert's Rules. Councilmember Kruse agreed with Susan that Rule 56 covers it.

Mayor Green asked for final comments. If none, staff will move forward with a draft.

There being no further discussion, Mayor Green adjourned the meeting at 5:51 p.m.

Minutes by Kim Kerr, Administrative Supervisor

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

January 19, 2021

The Committee of the Whole met at City Hall via teleconference at 5:00 p.m. on January 19, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members teleconferenced in from all City Departments. Amie Rivers with the *Waterloo Courier*, as well as members of the community teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Community Development Block Grant (CDBG) Sidewalk Infill Project. Stephanie Houk Sheetz Director of Community Development reviewed the adopted Federal Fiscal Year 2019-2023 Consolidated Plan. She stated this is developed through community engagement and may change once it is presented to Department of Housing and Urban Development. She said this was the case for the planned neighborhood recreational amenities projects for two City parks, which didn't qualify under the low-moderate income (LMI) guidelines. Ms. Sheetz stated the project was changed to another neighborhood accessibility improvements project, which is the Sidewalk Infill Project. She explained staff looked at the LMI areas in the City, safe routes to schools maps and projects in the capital improvement plan. Staff identified four sidewalk infill locations within the city which met these criteria within the funding available for the project; W. 20<sup>th</sup> Street, Tucson Drive, Walnut Street, and W. 3<sup>rd</sup> Street. Ms. Sheetz reviewed maps of the locations and estimated costs for each of these segments. She reviewed the next steps in the process for the project; develop construction documents, notify neighborhoods of the project, public bidding and contract, and construction will begin this spring and be completed by September 2021. Frank Darrah motioned for approval of the staff recommendation to proceed with the CDBG Sidewalk Infill Project. Mark Miller seconded the motion. After a brief discussion, the motion carried unanimously.

Mayor Green introduced item two, FY22 Budget Presentation. Jennifer Rodenbeck Director of Finance and Business Operations reviewed the budget process and the steps leading up to tonight. She explained new legislation was passed in 2019 (SF634) requiring an additional hearing and a resolution establishing the maximum property tax levy dollars. Ms. Rodenbeck stated the assessed valuations increased \$74 million, or a 2% increase over last year. She reviewed the rollback rates; commercial property remains at 90%, residential rate is up, set at 56.41% and multi-residential is in the 8-year phase in and down to 67.5%. She stated for the FY2022 budget staff is proposing the property tax rate of \$11.38, which is down from \$11.43. She said residential properties will see a 1.98% increase, commercial/industrial properties will see a .44% decrease and multi-residential properties will see a 5.68% decrease. Ms. Rodenbeck stated the new step of the maximum levy doesn't show the whole picture of the budget, since it doesn't include all the levies. She continued with the review of other budget factors, including certain levies which aren't utilized; projected salary increases and retirement benefit rates. She stated the FY2022 budget is projected for 50% reduction in Hotel/Motel tax revenues, due to the pandemic, which will have an impact on outside agency funding. She stated MET Transit requested 3.0% increase. She stated staff

will continue to monitor sewer and stormwater rates and health insurance costs. Ms. Rodenbeck explained that tonight we will set the Maximum Levy Public Hearing for February 1, the Public Hearing for the FY2022 Budget will be held on February 15 and we must certify the budget to Black Hawk County by March 31<sup>st</sup>.

Mayor Green opened it for council discussion. Councilmember Kruse asked about hotel/motel tax revenues. Ms. Rodenbeck stated these revenues are paid quarterly, for the previous quarter quarterly. She explained these revenues are distributed by council resolution, 50% Visitor and Tourism and 50% cultural, park and recreation activities. Mayor Green opened it up for public comment. Jim Skain 2215 Clay Street asked about the financial partnership with Cedar Falls Utilities. Ms. Rodenbeck stated Cedar Falls Utilities doesn't pay property taxes, but does make a payment in lieu of property taxes, which is transferred the general fund to help keep property taxes down. There being no more public comments, Mayor Green brought it back to council discussion. Councilmember Sires commented on the street light fee on the utility bill. Ms. Rodenbeck explained this cost was moved to the utility and they collect and pay for the street lighting, explaining the fee is passed on to all utility bills, even tax exempt properties. Frank Darrah motioned to proceed with the next steps in the budget process. Simon Harding seconded to the motion. The motion passed 6 to 1 (Aye-Darrah, deBuhr, Dunn, Harding, Kruse, and Miller; Nay-Sires).

There being no further discussion, Mayor Green adjourned the meeting at 6:54 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
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**MEMORANDUM**  
Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** January 28, 2021  
**SUBJECT:** Departmental Monthly Reports Submission – December 2020  
**REF:** (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), that the Mayor “*make oral or written reports to the city council at the first meeting of the month*”, I have reviewed and attached the monthly departmental reports as enclosure (1).
2. For the month of December, I wish to highlight that the city’s new Human Resources Manager, Toni Babcock, came onboard and received orientation and training. Along with many other responsibilities in this newly created position, the HR Manager will be taking over the staff liaison role for the Cedar Falls Human Rights Commission. I will maintain a strong personal interest in ensuring a smooth and successful transition.
3. Please contact the City Administrator, Ron Gaines or me with any questions about the activities of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, December 2020

###



# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



December 2020

**DECEMBER 2020 MONTHLY REPORTS**  
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**Finance & Business Operations  
Financial Services  
December 2020**

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$68,442,000 invested in CD's and \$5,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$94,914.67

**FY22 Capital Improvements Plan**

Staff has been working on developing the CIP based on priorities discussed at the Council goal setting. The CIP was presented to the City Council and P&Z on December 21<sup>st</sup>. The public hearing will be set for January 4<sup>th</sup>.

**FY22 Budget**

During December, preliminary budget expenditures and revenues began to be compiled and balanced. In addition, work began in computing the projected expenditures and revenues for all funds incorporated in the three-year plan for FY23 and FY24 and the financial impact statement. The budget will be presented to the Mayor and City Council in January/February, with a public hearing planned for February/March.

**Miscellaneous Financial Activities**

For December, 31 payroll checks and 949 direct deposits were processed. Accounts receivable were processed and 118 invoices were mailed out to customers. 1,711 transactions for accounts payable were processed and approved by the City Council for payment and 575 checks were mailed out to vendors.

**Benefit & Compensation Activities**

1. Staff entered and finalized 2021 cafeteria plan enrollment with ISolved Benefit Service, Inc. Employees received confirmation of their enrollments and instructions to set up their applicable online FSA and HRA accounts.
2. Staff set up meeting Holmes Murphy & Associates (HMA) to take place in January to provide initial health and dental plan renewal numbers and statistics from Wellmark for rates that will be effective July 1, 2021.

3. Annual census information was downloaded and formatted in Excel to send to National Insurance Services as required for their servicing of the City's Long Term Disability Insurance.
4. Conflict of Interest forms were distributed to applicable employees, elected officials, and board and commission members.

**FINANCE & BUSINESS OPERATIONS  
HUMAN RESOURCES  
DECEMBER 2020**

**REPORT FROM TONI BABCOCK, HR MANAGER:**

- Orientation & training
- Reviewed Personnel, Risk Management, & COVID Policies
- Toured City facilities
- Human Rights Commission
- Civil Service Commission

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

- Risk Management Committee – December 2 and 16
- Reviewed 3 contracts/agreements for required insurance
- Review and follow-up of 1 Public Event Permits
- Human Rights Commission – December 14

**REPORT FROM BRENDA BALVANZ, PERSONNEL SPECIALIST:**

- Civil Service Commission - December 2 and 30
- Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, or job classification/reclassification processing took place for the following FT positions: Civil CAD Technician, Engineering Technician I, Human Resources Manager, Maintenance Worker, Public Safety Officer, Wastewater Treatment Plant Operator I; PT positions: Community Service Officer, Crossing Guard (substitute and part-time), Library Assistant and Interns; and seasonal and special purpose positions for the Community Development and Public Works departments
- Miscellaneous employment, benefits administration, and salary survey requests were completed
- laPelra virtual training – December 4

## Finance and Business Operations Information Systems Division Monthly Report December 2020

### Summary of projects, training and staff activities

- Staff continues to support 31 workers that are working remote and have also switched to a rotating schedule to allow for remote work for the IT help desk. A server update was completed for the phone system to allow desk phones to be taken home and established back to our phone system at city hall. We continue to moderate zoom meetings for staff and assist with zoom support. For the month of December the city hosted 104 meetings with 812 participants attending. We've also been working on hardening our infrastructure and system by testing end point security during this time working with Cisco.
- Staff also prepared for the installation and of a new county-wide CJIS system. Staff attended weekly update meetings and a two day kickoff meeting. Additional meetings about hardware that will be stored at our public safety building for a disaster recovery site for the system were also attended.
- We continue work on the new document management software, training was held with the individuals testing the system, laserfiche was loaded on approximately 10 machines to test with and testing has begun.
- We learned that our Recreation software will be sunset this year and we will need to migrate to something else by October 1, 2021. Staff is currently working on an RFP for the new system with the Recreation Center Manager.
- Other Staff activities
  - Worked with CFU to restored camera connectivity now that the streetscape project Phase 1 has been completed.
  - Met with public works staff to discuss additional cameras needed for the transfer station and 2200 Technology Parkway.

### Software Purchase/Installation/Upgrade Activities

- 29 software installations for 7 different departments
- Installed 16 new software for 5 different departments

### Equipment Purchase/Installation/Upgrade Activities/Repairs

- 18 new pieces of equipment purchased for 4 different departments and inventory.
- 4 new equipment installations for 3 different departments.
- 3 equipment repairs for Public Safety and Information Systems

### Problem Resolution Activities & Assistance Activities

- 63 problem resolution or assistant activities took place for 13 different departments
- Internet issues were troubleshot and led back to a faulty network cable in the server room, this unfortunately caused significant down time for both our staff working remote and those at City buildings.

### Graphic Design Activities

- Hearst Center: winter brochure, billboard
- Tourism: Event Facilities Guide, We Know How to booklet
- Rec Center: class flier
- Other: website and social media maintenance/graphics, business cards, miscellaneous printing, trimming laminating, TV slides, Currents, promotional/communications graphics, Currents

### Channel 15 Programming Activities

- Cable TV Summary of projects
  - Recorded the annual river dye test for Water Reclamation with the drone
  - Cable TV provided equipment and technical assistance to Cedar Falls Schools to allow them to stream 2 additional events.
  - Starting televising work sessions for City Council.
- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings using Zoom
  - Two Committee of the Whole meeting using Zoom
  - One City Council Work Session
  - Two Planning & Zoning meeting using Zoom
  - Two Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Produced/aired 12 CFHS events, 2 UNI events and 14 other regular educational, community and sport productions.
- Produced and aired 12 City News Stories
- Continued weekly encoding and programming of 9 church services for Public Access, including Christmas Eve and Christmas Day services.

### Geographical Information Systems (GIS) Activities

- GIS Summary of projects
  - Met with PD staff to update Tracs reporting system with roundabout intersections
  - Met with EMA, county and vendor staff to discuss project for dispatch system upgrade specifications
  - Met with Engineering staff to discuss updates to stormwater best practices web application
  - Met with to finalize exhibits for Cedar Heights Dr easements
  - Met with Planning staff to update documents for CRS flood update
  - Updated new preliminary flood hazard data from IDNR
  - Met with Planning staff to begin converting Board of Adjustment files to GIS
- 5 web and database projects were completed for 3 different departments
- Completed 3 different data requests for 3 different entities.
- Created 5 new maps for 4 different departments.
- Created 1 new address for development.
- Acquired 348 gps shots on new infrastructure.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
December 2020**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

**Traffic Court:**

City Cases Filed: 100 (this number includes both City and State tickets)

Cases Set: 13 (Traffic) 0 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 8 agreements
- Drafting of Poultry ordinance amendments
- Drafting of Mayor, City Administrator ordinance amendments
- Continued advice on COVID-19 issues and policies
- Review and advise on form based zoning ordinances



**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
DECEMBER 2020**

**Public Records Activity**

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

**Licenses and Permits**

0	Mobile Merchant
0	Tables & Chairs
79	Pet licenses
18	Annual "Paw Park" permits
0	Public Event permit
58	Parking permits (processed and refunded)
0	Dumpster permits
6	Cemetery Interment Rights Certificates
9	Liquor licenses and beer/wine permits.
0	Tobacco permits

The unemployment rates for the month of November 2020 were 3.3% for the Waterloo-Cedar Falls Metropolitan Area, 3.6% in Iowa, and 6.4% in the U.S.

**Parking Activity**

The City Council voted during a Special Council meeting held December 9, 2020, to temporarily suspend paid parking fees in the municipal lots in both Downtown and College Hill areas until April 1, 2021, to help ease the financial burden businesses may be experiencing due to COVID-19. City Council also directed staff to refund any parking permits that had been purchased for the current month.

**Enforcement**

621 – Parking citations issued.  
\$14,548.33 – Citations paid.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
DECEMBER 2020**

**Library Activity**

<b>Usage Statistics</b>	<b>October 2020</b>	<b>November 2020</b>	<b>November 2019</b>
<b>Customer Count</b>	4,668*	1,980**	15,912
<b>Circulation</b>	27,614	20,425	38,635
<b>Event Attendance</b>	2,110**	1,849**	1,577

\*Curbside customers plus browsing hours in the building

\*\*Virtual events via Facebook Live and Zoom.

\*\*\*Curbside only

Special events in December included the following:

- Take-and-make craft kits for adults using the library's Creativebug database of craft tutorial videos
- The 1929 Christmas Eve White House Fire featuring keynote speaker, museum archivist Craig Wright for a virtual series of programs through the Hoover Presidential Library
- Creating Eco-Friendly Wrapping Paper, a virtual workshop with AmeriCorps.
- Celebrating the Season: Different Winter Holidays Virtual Program for school-aged children
- Virtual storytimes, tween events, and teen events.

Special events were funded by the Friends of the Cedar Falls Public Library.

The Community Center was closed to the public in December in response to Black Hawk County's status in the red/high risk category on for the spread of COVID-19, according to the Black Hawk County Public Health Department's *COVID-19 Response* page. Activity kits were delivered to senior living facilities, to homebound seniors, and distributed via curbside service to seniors requesting them.

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

Dec-20

Total for Month \$6,291,979.00  
 Total for Fiscal Year \$60,292,509.00  
 Total Same Month - LAST YEAR \$6,997,165.00  
 Total for Fiscal Year - LAST YEAR \$46,423,102.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	17	0	\$5,007,412.00	\$30,474.65	67	0	\$20,119,933.00	\$141,319.35
Multi-Family New Construction								
Res Additions and Alterations	47	0	\$868,267.00	\$10,324.25	500	0	\$6,291,977.00	\$101,328.35
Res Garages	1	0	\$13,000.00	\$259.75	32	0	\$365,867.00	\$6,447.50
Commercial/Industrial New Construction					6	0	\$25,808,500.00	\$117,625.30
Commercial/Industrial Additions and Alterations	8	0	\$403,300.00	\$4,393.75	53	0	\$5,282,761.00	\$41,118.54
Commercial/Industrial Garages								
Churches					1	0	\$2,423,471.00	\$12,005.15
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	6	0	\$0.00	\$2,742.00	41	0	\$0.00	\$104,081.00
<b>Total</b>	<b>79</b>	<b>0</b>	<b>\$6,291,979.00</b>	<b>\$48,194.40</b>	<b>700</b>	<b>0</b>	<b>\$60,292,509.00</b>	<b>\$523,925.19</b>

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

Dec-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	85	0	\$0.00	\$7,485.30	416	0	\$0.00	\$41,764.20
Mechanical	79	0	\$0.00	\$6,390.00	507	0	\$0.00	\$46,342.00
Plumbing	61	0	\$0.00	\$4,183.50	418	0	\$0.00	\$41,009.00
Refrigeration					4	0	\$0.00	\$396.00
<b>Total</b>	<b>225</b>			<b>\$18,058.80</b>	<b>1345</b>			<b>\$129,511.20</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					3	0	\$0.00	\$300.00
Mechanical	1	0	\$0.00	\$150.00	2	0	\$0.00	\$300.00
Plumbing					5	0	\$0.00	\$600.00
Refrigeration								
<b>Total</b>	<b>1</b>			<b>\$150.00</b>	<b>10</b>			<b>\$1,200.00</b>
<b>Building Totals</b>	<b>79</b>	<b>0</b>	<b>\$6,291,979.00</b>	<b>\$48,194.40</b>	<b>700</b>	<b>0</b>	<b>\$60,292,509.00</b>	<b>\$523,925.19</b>
<b>Grand Total</b>	<b>305</b>	<b>0</b>	<b>\$6,291,979.00</b>	<b>\$66,403.20</b>	<b>2055</b>	<b>0</b>	<b>\$60,292,509.00</b>	<b>\$654,636.39</b>



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### Code Enforcement Quarterly Report Inspection Services Division

**DATE:** January 5, 2021

**SUBJECT:** 2nd Quarter FY2021 Code Enforcement Report

**Violations:**

	FY21	Q1	Q2	Q3	Q4	FY20
<b>Total</b>	250	209	41			534
Grass	74	65	9			145
Building Maintenance	61	55	6			78
Snow	1	0	1			45
Exterior Storage	57	42	15			75
Inoperable Vehicles	0	0	0			13

**Abatements completed by a City Contractor:**

	FY21	Q1	Q2	Q3	Q4	FY20
<b>Total</b>	16	10	6			54
<b>Cost</b>	\$10,508.45	\$8,747.50	\$1,760.95			\$15,167.95

**Citations Issued:**

	FY21	Q1	Q2	Q3	Q4	FY20
<b>Total</b>	8	1	7			8

**Total Number of Landlord Accountability Points Issued:**

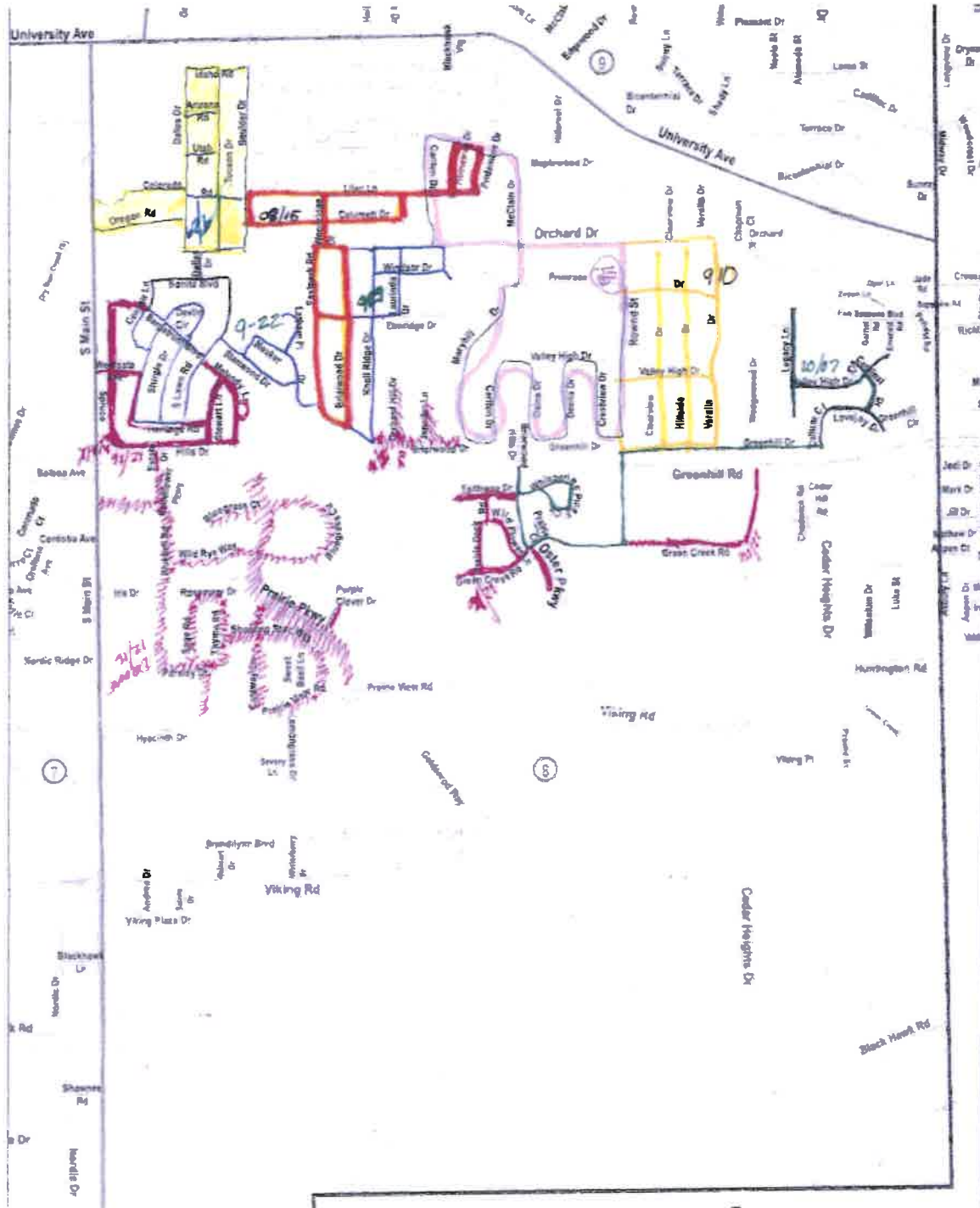
	FY21	Q1	Q2	Q3	Q4	FY20
<b># of properties with points</b>	20	20	20			61
<b>Properties with 10-15 points</b>	19	3	16			NA
<b>Properties with suspensions</b>	0	0	0			0

**Zone Inspections:**

**Violations found:**

	FY21	Q1	Q2	Q3	Q4	FY20
Zone 8	85	73	12			NA

Each color on the map represents the areas walked on a single day.





**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
December 2020**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on December 22, 2020.

<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Aaron and Jolene Carolan	Minor Plat – Carolan Minor Plat; Lot split of 927-929 W 1 <sup>st</sup> Street	December 22, 2020 Discussion and Approval	Approved
Midwest Development Co.	Final Plat – Arbors Fourth Addition	December 22, 2020 Introduction and Discussion	Continued to a future meeting
Greenhill Estates, Inc.	Final Plat – Pinnacle Prairie Commercial South Phase III	December 22, 2020 Introduction and Discussion	Continued to a future meeting
Greenhill Estates, Inc.	Site Plan – Pinnacle Prairie Senior Living Facility (SP20-011)	December 22, 2020 Introduction and Discussion	Continued to a future meeting

**Group Rental Committee** – A meeting was held on December 22, 2020.

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
322 Oregon	1	Bryce Geisler	4	4	12/22/2020	

**Board of Rental Housing Appeals** – No meeting was held on in December.

**Board of Adjustment** – No meeting was held on in December.

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

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	12/01/2020	Discussed progress of the Bike Ped Plan and community outreach to get more input from a broader population. The preliminary map and street-section menu options are scheduled to be presented in the January meeting. Some committee members volunteered to put together the committee's annual report. The committee also discussed the changing of the Committee Chair and potential nominations. Official nominations and a vote will be considered at the next meeting.

College Hill Partnership	12/14/20 Via Videoconference	Topics of discussion included: progress on the “Light Up College Hill” project to string lights over College Street; suspension of paid parking in lots until April 1; holiday gift giving guide for College Hill businesses.
Historic Preservation Commission	12/08/2020 Via Videoconference	Updates on Commission research related to the history of the 16 <sup>th</sup> Street brick street. City staff provided updates on Cedar Heights educational event presentation. Commission discussed possible grant options to put up sign highlighting African American Heritage Trail. Commission discussed possible projects for the upcoming year.
Housing Commission	12/8/20 Via Videoconference	Discussion of Section 8 program status and update on Housing Choice Voucher Program. Updates on CDBG Service Agency Awards for FFY19 CAPER.
Community Main Street Design Committee	No Meeting	Meeting was cancelled.
Parking Committee – Downtown and College Hill (combined)	No Meeting	No meeting was held in December.

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

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

### **OTHER PROJECTS FOR NOVEMBER INCLUDED:**

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- Code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones. Approved by P&Z. Proposal was presented at Committee of the Whole on December 7<sup>th</sup>.
- Amendments to the subdivision code to address timeliness of infrastructure improvements with subdivision phasing plans and street connectivity. Approved by P&Z. Proposal was presented at Committee of the Whole on December 7<sup>th</sup> and a public hearing was held on December 21<sup>st</sup>.
- Downtown zoning code update under staff review based on *Imagine Downtown!* Vision Plan. Review and adoption schedule discussed with P&Z, Council, and CMS.
- *Imagine College Hill!* Vision Plan under staff review.
- *Resilience Plan* proceeding with additional online public input opportunities.
- Preparing documents for 3-year Community Rating System (CRS) review.
- Ongoing effort to address enforcement of rental paving ordinance.



**ECONOMIC DEVELOPMENT:**

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- City Council approved amendments to the Downtown Development Area Urban Renewal Plan and Unified Highway 58 Corridor Urban Renewal Plan.
- Reviewed FY2022 Economic Development Grant Fund and Façade Grant Fund applications with staff committee.
- Prepared semi-annual payment to Grow Cedar Valley for economic development services for first half of FY21.
- Discussed potential rehabilitation project with a developer in downtown and reviewed a potential IEDA assistance program as it relates to this project.
- Completed sign off on the new Ashley Furniture Store at the former Younkers at College Square Mall in preparation of their opening on December 30<sup>th</sup>.

**CDBG**

- Planning is ongoing with regard to 2<sup>nd</sup> and 3<sup>rd</sup> round of federal CARES funds anticipated to assist with COVID-related needs in the community. Working with the State, HUD and INRCOG on administering the funds for projects. City Council approved the Consolidated Annual Performance and Evaluation Report (CAPER).

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	247	<b>HAP Payments</b>	\$104,829
<b>New Applications Taken</b>	23	<b>Utility Payments</b>	\$ 1,476
<b>Units under Contract</b>	218	<b>Admin Fees</b>	\$ 17512.25
<b>Initial Vouchers Issued</b>	1		
<b>Mover Vouchers Issued</b>	0	<b>Lease Up Goal</b>	235
<b>New Admissions</b>	4		

**New software update:** We continue to have new applications submitted online. We have been scanning files into the new paperless software and continue to have participants and applicants sign up for the online system.

Ongoing Projects:

- Updating Administrative Plan.
- Scanning all files into system

**ADD A DOLLAR REPORT**

There were 1 applications reviewed for utility assistance in December. A total of \$300 was provided, for an average of \$300 per household. There was a balance of \$18,176.34 as of December 31, 2020.



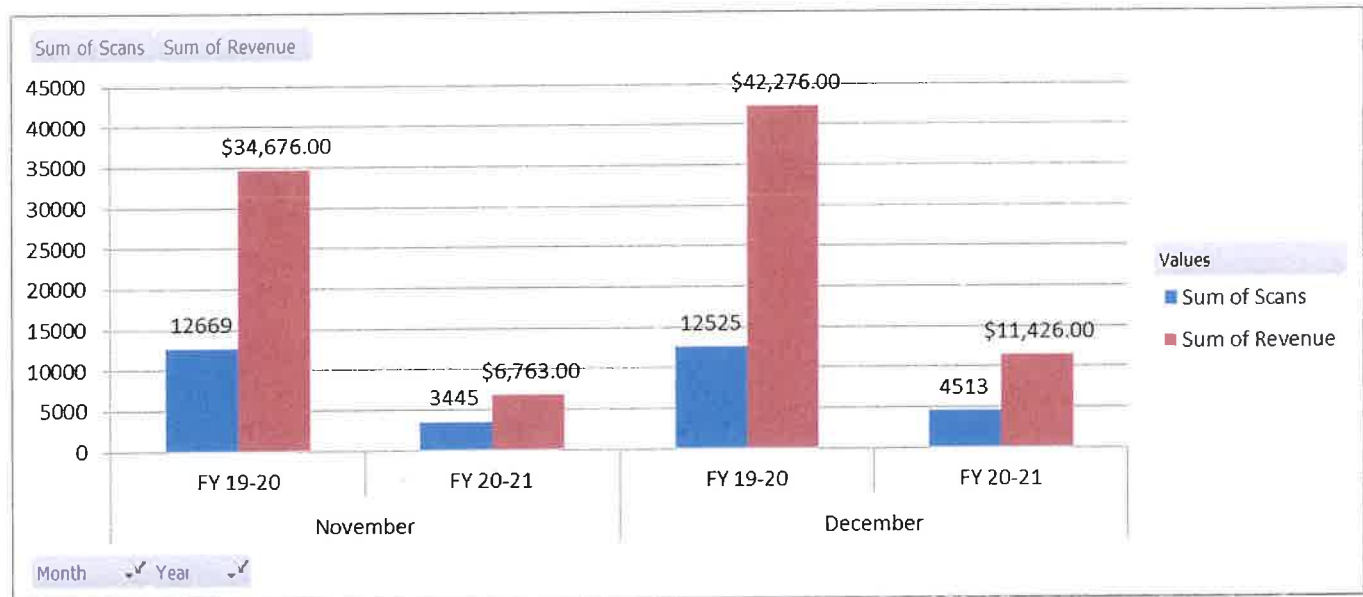
### Recreation & Community Programs Monthly Report 2020

The Recreation Team is continuing to brain-storm new and innovative program ideas for the first of the year and beyond. We look forward to being able to create programs internally as well as work with external organizations. It is important that we provide the Cedar Falls community with an opportunity to recreate this winter, whether it is at home, outdoors, or in our facilities.

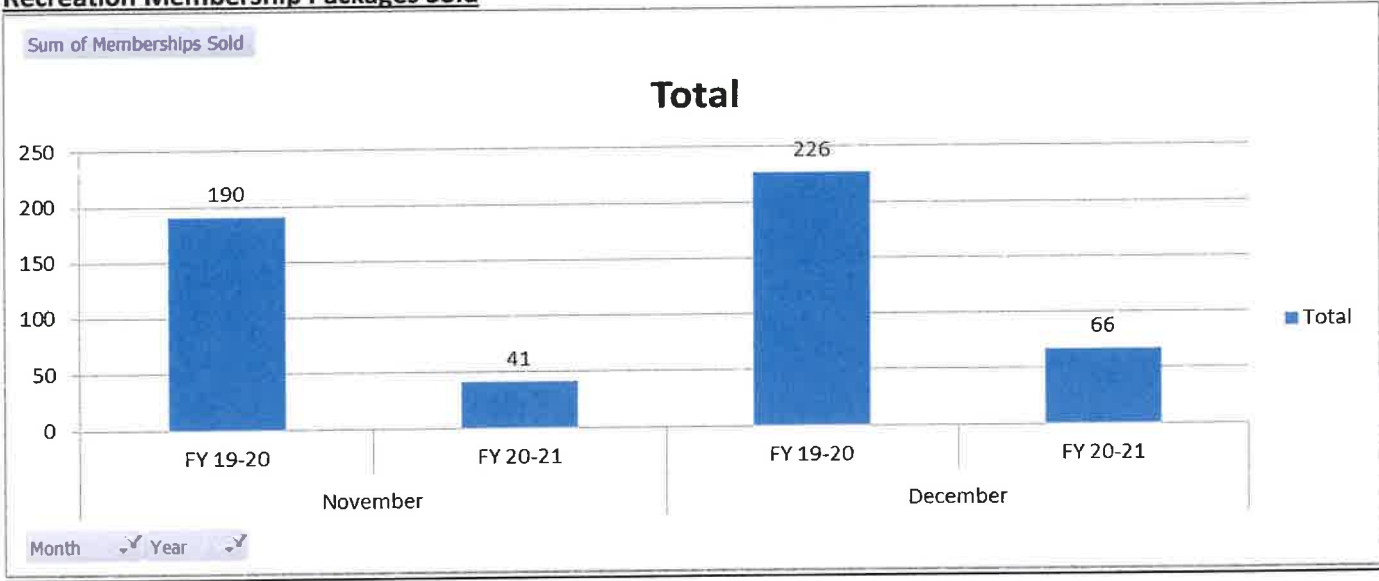
Sincerely,

J.J. Lillibridge  
 Recreation and Community Programs Manager

#### Recreation Center Usage & Revenue



**Recreation Membership Packages Sold**



	November (2020)	December (2020)	December (2019)
<b>Recreation Programs</b>			
Fitness Classes Offered	58	102	
Fitness Class Attendance	336	530	3105
Personal Training Sessions	21	39	
Massages	29	39	
<b>Sales</b>			
	Last Month	This Month	November (2019)
Swim Pass Sold	3	1	
<b>Swimming</b>			
	Last Month	This Month	November (2019)
Open Rec Swim/Lap Swim Numbers	267	143	431
Aquatic Program Usage	739	793	2074
<b>Rentals</b>			
	Last Month	This Month	November (2019)
Total	5	0	0

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**December 2020**



	<b>Meetings, Conferences and Business Travel Marketing</b>
	<ul style="list-style-type: none"> <li>Completed meeting planner guide, companion community guide and coordinating website improvements.</li> </ul>
	<b>Sports Related Marketing</b>
	<ul style="list-style-type: none"> <li>Won a bid to host 7-on-7 football in the UNI-Dome and the Cedar Valley Sportsplex. Proposals were coordinated by CVSC and CFTVB.</li> </ul>
	<b>Leisure Travel Marketing</b>
	<ul style="list-style-type: none"> <li>An abbreviated version of the 2021 Visitor Guide was designed for use with less qualified ad fulfillment leads.</li> <li>Attended Great American Rail Trail Facebook Live celebration.</li> <li>Evaluated new on-line calendar of events option.</li> <li>Submitted “Cocktails to Go” ideas to Travel Iowa and the Brass Tap was featured.</li> <li>Produced and published articles about Vegan and Vegetarian Dining, Ringing in 2021, Winter Fun, Local Coffee Shops, Magical Light Displays and Cedar Valley Tour of Lights.</li> <li>Performed daily updates and maintenance of CedarFallsTourism.org web site. December traffic was up 46% over December 2020 due to our coverage of Holiday Light Displays. Google search inquiries were also up significantly compared to previous months.</li> <li>Received 257 leads from Travel Iowa.</li> </ul>
	<b>Tourism Related Business and Organization Coordination and Collaboration</b>
	<ul style="list-style-type: none"> <li>Coordinated planning meeting for Volunteers on Tap volunteer fair.</li> <li>Helped coordinate Cedar Valley Hospitality Partners meeting.</li> </ul>
	<b>Asset Development</b>
	<ul style="list-style-type: none"> <li>Coordinated a Cedar Valley Tour of Lights route and promoted it through several interviews and social media.</li> </ul>
	<b>Group Tour Marketing</b>
	<ul style="list-style-type: none"> <li>Created a 3-day itinerary for a group planning to visit from Sioux Center in August.</li> <li>Provided Cedar Falls information for a Freedom Rock tour.</li> </ul>

**Focus for January**

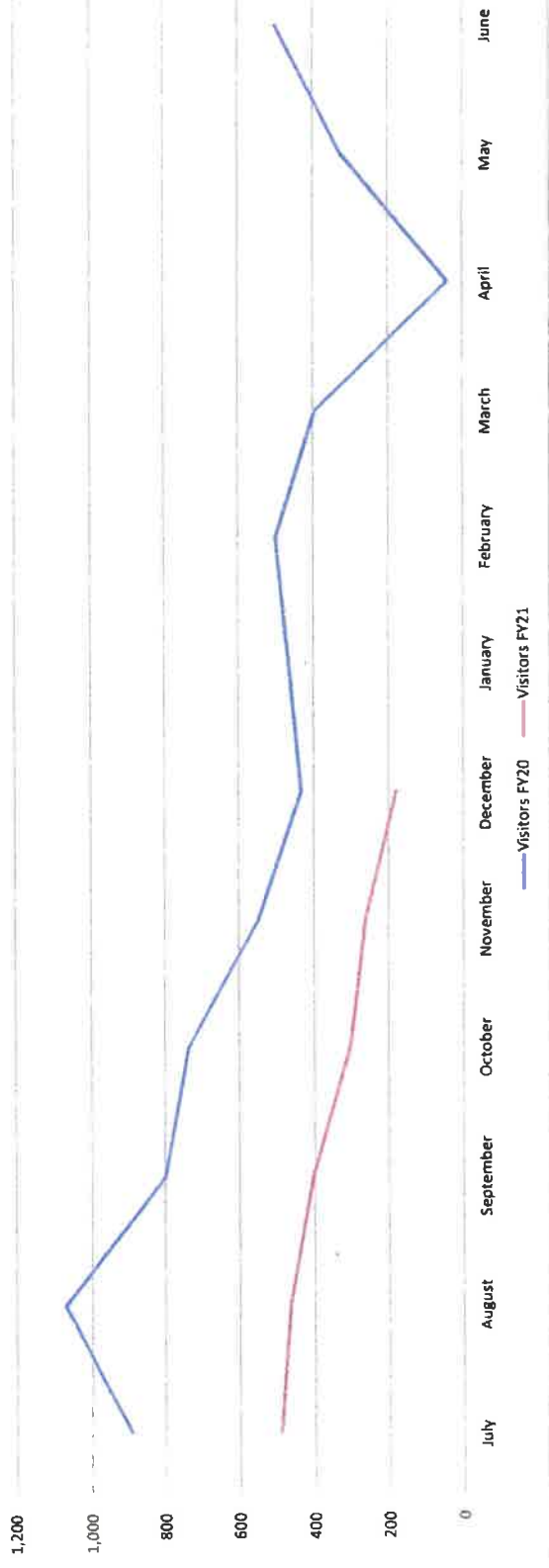
- Shoot virtual FAM Tour for meeting planners.

Respectfully Submitted,

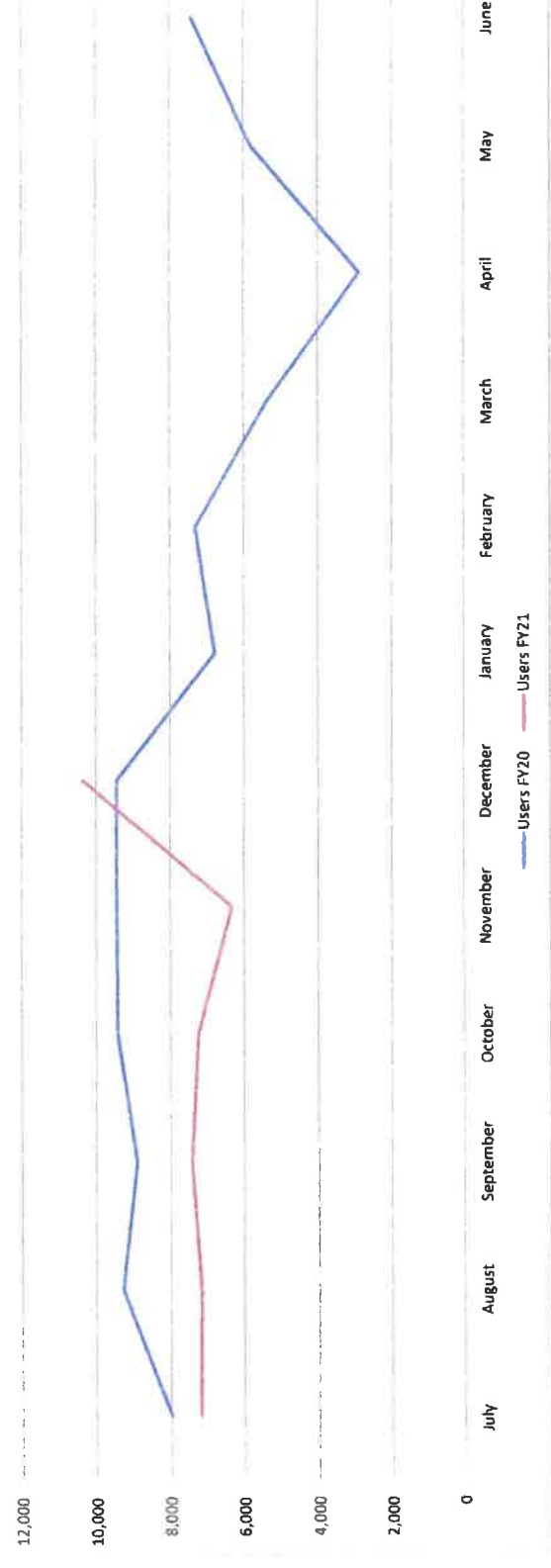
Kim Manning, Visitors, Tourism and Cultural Programs Manager

# Monthly Activity Report for Cedar Falls Tourism & Visitors Division

## Visitor Center Traffic, Door Counter



## Website Traffic, Users



**CEDAR FALLS CULTURAL PROGRAMS**  
 Monthly Report | December 2020



- As of 12/31, the Hearst's annual campaign raised just over \$15,000. This funding is used to support needs and programs outside of the Hearst's annual operating budget, and is held/managed by Friends of the Hearst.
- The Hearst was granted \$35,000 from the Iowa Arts Council Federal CARES Act funding. Funds will cover expenses related to virtual program equipment, program needs, and some staff time.
- Staff continues to develop pen pal program with sister city, Ferizaj, set to launch in mid-January.
- Staff continues to plan cold-weather pop-ups to encourage outdoor engagement during COVID, and plans for an early spring outdoor arts expo, and a "Finders Keepers" art hunt in collaboration with the Waterloo Center for the Arts.
- We're offering a variety of upcoming virtual arts opportunities, including: ceramics classes and workshops, monthly themed art kits, virtual Final Thursday and lunchtime concerts. While in-person attendance is still low, we are seeing good virtual participation in a variety of offerings.
- We opened *The Night Sound*, featuring works from the permanent collection. The show includes an installation by a local artist, James Reed, as well as a curated playlist that is part of the installation/viewing experience. The exhibition was recently featured in the *Courier*.

	Last Month Nov FY21	This Month Dec FY21	Last Year Dec FY20
<b>Hearst Center Usage Statistics</b>			
In-Person and Virtual Attendance*	1156	512	1234
Off-site Ed/Outreach Encounters	0	0	2/215
Public Programs Offered**	4	6	9
Exhibition walk-in Viewers	148	3	242
Classes/Workshops Offered***	4	2	4
Rentals/Birthday Parties	0	0	2
Volunteers/# of Hours	1/3	0/0	3/17
Facebook Views	24573	26973	24761
Facebook Followers	2274	2286	2039
Instagram Followers	607	636	n/a
Ads, videos, press releases, articles	3	7	2
Friends Members/new or renewed	273/6	313/141	n/a

\*includes door counter, estimated garden attendance, and virtual program attendance

\*\*includes on-site and virtual programs; \*\*\*includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor



**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - December 2020**

<b>Type</b>	<b>Project No.</b>	<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
Streets	RC-000-3153	2019 Street Construction	Street Repair	Complete	\$4,800,000	Engineering Division PCI
Sidewalk	SW-000-3204	2020 Sidewalk Assessment	Sidewalks	Construction Underway	TBD	Engineering Division
Streets	RC-000-3185	2020 Street Construction	Street Repair	Final Out Remians	\$3,385,340.30	Engineering Division PCI
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Design/R.O.W.	\$6,000,000	Snyder
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Sidewalk	RT-000-3107	Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Streets	SY-000-3009	Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Parking	PL-159-3202	South Main Parking Lot	New Parking Lot Construciton	Complete	\$160,000	Engineering Divison / Snyder & Cunningham
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Construction Underway	\$6,500,000	Engineering Division Snyder & Associates
Bridge	BR-106-3152	Walnut Street Box Culvert	Box Culvert	Complete	\$750,000	Snyder PCI
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Sidewalk	PI-039-3208	Peter Melendy Park	Recon	Complete	\$240,000	Snyder Veith
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Construction Underway	\$273,000	Snyder/Foth/ Bentons S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Preliminary Design	\$108,647	Engineering Division
Streets	RC-000-3180	Downtown Street-Scape & Reconstruction	Reconstruction	Final Out Remains	\$2,220,000	Snyder K. Cunningham
Storm Water	ST-000-3225	2020 Permeable Alley	Storm Water	Final Out Remains	\$229,100	Engineering Division Benton's
Streets	RC-059-3196	12th Steet and Walnut	Reconstruction	Final Out Remains	\$1,019,448	Engineering Division PCI
Bridge	BR-000-3224	2020 Bridge Inspections	Bridge Inspections	Design	\$40,339	Foth
Streets	RC-000-3227	2021 Street Reconstruction	Reconstruction	Preliminary Design	TBD	Engineering Division
Streets	SY-000-3229	27th Street Improvements	Reconstruction	Preliminary Design	TBD	Engineering Division
Sidewalk	SW-000-3223	2020 Sidewalk Infill and Trails	Sidewalks & Trails	Design	TBD	Engineering Division
Sidewalk	RT-000-3217	CDBG INFILLS	Trails	Construction Underway	TBD	Snyder
Streets	RC-362-3212	W. Viking Industrial Park & Viking Road	Reconstruction	Design	TBD	Snyder
Stabilization	MC-091-3218	Ridgewood & Mandalay Slope Stabilization	Slope Stabilization	Final Out Remains	TBD	Snyder
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Design	TBD	Water Reclamation/ Snyder
Sanitary	SC-000-3234	2020 Seal Coat	Street Repair	Final Out Remains	\$250,000	Engineering Division
Streets	RC-293-3172	Ridgeway Avenue	Street Repair	Complete	\$1,862,134	Engineering Division PCI
Sanitary	SA-000-3214	2019 Sanitary Sewer Rehabilitation Project	Sanitary Sewer	Final Out Remians	\$303,361	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Preliminary Design	TBD	Engineering Division
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Design	TBD	Shive Hattery
Streets	RS-000-3243	2020 CFU Street Patching Project	Street and Sidewalk Repair	Final Out Remians	\$367,039	Engineering Division/CFU

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - December 2020**

<b>Project No.</b>	<b>Project Title</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
SU-330-3151	Arbors Fourth Addition	New Subdivision	Final Out Remains	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	BNKD Inc./CGA
SU-442-3165	Autumn Villages Phase II & III	New Subdivision	Maintenance Bond	-----	CGA
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Under Review	-----	Panther Farms/CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Final Out Remains	-----	Nelson Contruction & Development
SU-182-5722	Panther West - 1st Addtion	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Final Out Remains	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
MC-000-3011	River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Construction Underway	-----	New Aldea/Fehr Graham
TBD	West Village Townhomes	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
SU-217-3193	Western Homes 9th Addition	New Subdivision	Final Out Remains	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat	-----	ISG



**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - December 2020**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Not Started
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
Immanuel Lutheran Church	4820 Oster Pkwy	Approved	Approved	ISG	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	-----	Under Review	Under Review	City of Cedar Falls	Under Review
Strickler Properties Development Drive Warehouse	Development Drive	Approved	Approved	CGA	Active
Trinity Bible Church Addition	125 Orchard Drive	Approved	Approved	VJ Engineering	Not Started
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	Active
Scooter's Coffee	1st & Tremont	Under Review	Approved	CGA	Complete
Tidal Wave	416 Brandilynn	Under Review	Under Review	MMS	Not Started
Prairie Life Storage Center	1600 Development Drive	Approved	Approved	Fehr Graham Engineering	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Axiom	Active

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for December 2020

#### Streets Section:

- Replaced trail section at Peter Melendy Park
- Performed road leveling work on Viking Road near recreation trail underpass
- Replaced street panel on Ridgeway Ave.
- Assisted Ash tree removals in City parks
- Performed significant snow and ice control operations on three separate occasions during the month.

#### Traffic Operations:

- 223 traffic control signs were repaired or replaced
- 23 repairs were made to signalized intersections including three (3) that were in flash mode
- Replaced faded calendar parking signs around the College Hill area
- Traffic staff assisted snow removal operations

#### Fleet Maintenance:

- Processed 118 work orders on various equipment
- Used 15,523 gallons of fuel (6,340 ethanol, 9,183 diesel)
- Took possession of new dump truck /plow unit
- Prepped/maintained snow removal equipment during snow and ice events

#### Public Buildings:

- Continued building sanitation per COVID protocol
- Completed exterior lighting repairs/upgrades at City Hall
- Heat pump repairs were made at the Public Library
- Installed new heat pumps at the Recreation Center

#### Parks:

- Repaired Gateway Park bollards added colored lights for Christmas
- Ash tree removal completed in Island Park, Tourist Park and City ROW (275 total for the month)
- Replaced asphalt shingles on Lookout Park shelter
- Repaired levee for detention pond on the Green Hill Road Extension
- Assisted with snow removal on city streets and recreation trails

#### Cemetery:

- Performed thirteen (13) interments (five (5) cremation)
- 3 spaces sold in Fairview Cemetery

#### Refuse:

- 752 tons of residential solid waste was collected. 93 yard waste carts collected. Total of 788, three yard container dumps. Responded to 123 bulk collections
- A total of 222.5 tons of recyclable material was collected
- The Transfer Station hauled 74 loads of solid waste to the Black Hawk County Landfill totaling 1,056.25 tons.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT – DECEMBER 2020

### PLANT OPERATIONS

Plant performance was very good for the month of December. All permit requirements were met for the month.

One of the annual requirements is a dye test to inspect the operating condition of the diffuser the plant effluent discharges through. This was completed on the 9th. Green dye was injected into our effluent demonstrating that the diffuser is functioning as designed.

Annual whole effluent toxicity testing was conducted on December 7th. This once a year test required by the Department of Natural Resources involves a series of biological tests designed to detect trace levels of toxic chemicals and check their impact on representative species of aquatic organisms. Results were received showing that we passed the tests with no toxicity detected.

### PROJECTS

The IDNR completed an inspection in September that required a follow-up response from the City that was due in December. The sanitary sewer collection system allows a large amount of clean water to infiltrate into the City mains during extreme wet weather. This water causes issues with high flows that create overflows at smaller lift stations and at a retention basin at the treatment plant. The City is required to address these issues and will be working towards solutions over the next several months.

### INDUSTRIAL PRETREATMENT

An annual unannounced inspection was conducted at Viking Pump in December. No violation occurred and the facility was found to be in compliance with all pretreatment requirements.

### BIOSOLIDS

We were able to haul 301,000 gallons of liquid biosolids to our farm land this month. Another 86,000 gallons were processed through our belt filter press equipment. The total volume of biosolids processed for 2020 was 4.0 million gallons being land applied.

There were 2.2 tons of gritty, inorganic materials hauled to the landfill during December. The total grit hauled for 2020 was 68.9 tons.

## SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

We received 166 sewer locate requests from the Iowa One Call system, 68 of which were pertinent and required markings by our staff.

There was one service call for sewer problems received this month. There were no issues found in the City main. For the year, we had 52 sewer calls with four being the result of an issue with the main.

There was one lift station call in December. The station did have an issue but was resolved quickly by staff and no backup occurred. Staff responded to just 23 for the year.

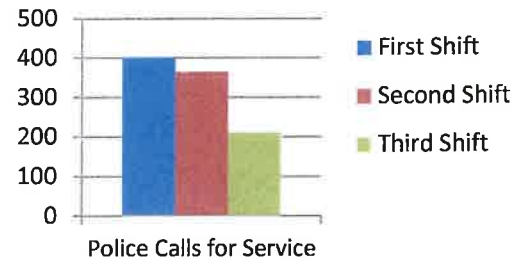
Crews cleaned 2650 feet (0.5 miles) of sanitary sewer lines in December. The total cleaned for 2020 was 194,000 feet (36.8 miles). This falls a little short of our goal of forty miles or more of cleaning accomplished per year but we did have reduced staffing during the initial response to COVID which lowers our total.

A total of 1000 feet (0.2 miles) of sewer lines were inspected with our televising equipment. This brings the annual total to 28,750 feet (5.45 miles).

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
DECEMBER 2020**

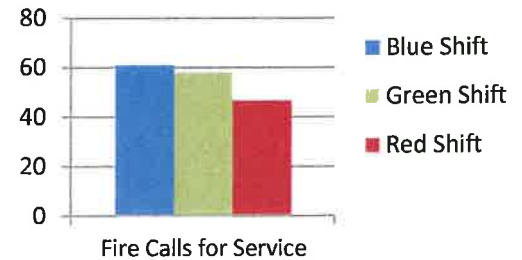
**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	401	365	211
Traffic Stops	77	85	164
Arrests	9	25	17
Accidents	30	32	5



**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	61	58	47
Fire	4	2	1
Rescue/Medical	40	40	36
Service Call	1	2	1
Good Intent	3	6	5
False Alarm/Call	10	6	4
Hazardous Condition	3	2	0



**INVESTIGATIONS**

**CSI**

- 12/6/20 - Assisted 1<sup>st</sup> shift officers with processing a vehicle burglary on Barnett Drive (20-092788)
- 12/8/20 - Assisted 1<sup>st</sup> shift officers with processing a vehicle stolen from University Avenue and recovered in Waterloo (20-087389)
- 12/11/20 - Assisted Investigators with execution of a search warrant related to a series of vehicle burglaries on Bluff Street (20-094068)
- 12/15/20 - Assisted 1<sup>st</sup> shift officers with processing an apartment building burglary on College Street (20-093836)
- 12/16/20 - Assisted 1<sup>st</sup> shift officers with processing a business burglary on University Avenue (20-095305)
- 12/17/20 - Assisted 1<sup>st</sup> shift officers with processing a number of vehicle and garage burglaries on Russell Drive, Victory Drive and Sunset Boulevard (20-095580, 20-095581, 20-095591 and 20-095597)
- 12/17/20 - Assisted 1<sup>st</sup> shift officers with processing a vehicle stolen from Ashland Avenue and recovered in Waterloo (20-095599)
- 12/19/20 - Assisted 1<sup>st</sup> shift officers with processing a suicide on University Avenue (20-096121)

**Crime Lab:**

- 6 items of evidence were taken to the State Crime Lab for processing
- 25 items of physical evidence were processed
- 5 items of evidence were processed for outside agencies

**Outgoing Property:**

- 29 items of property were released back to their owners

**Property Room:**

- The monthly random property audit was completed for December

**Evidence / Property:**

- 146 Items of physical evidence entered:
- 7 items of found property were entered
- 5 items of property were entered for safekeeping
- 99 CD's entered by Officers

- 59 Attorney video copies sent:
- 1 Attorney requests (not video)
- 54 Building videos archived
- Completed preparations for 2016 property disposal in January

**POLICE RESERVE UNIT – Lieutenant Brooke Heuer**

- 108.75 Total Hours

**POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- No Police In-Service training was held this month
- One PSO attended a three day school covering Search and Seizure, Report Writing and Traffic Stops
- Two PSO's graduated from the Iowa Law Enforcement Academy
- One PSO completed their Field Training Program

**POLICE STATISTICS:**

	<u>December 2020</u>	<u>Total 2020</u>
<b>Group A Crimes</b>		
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	1	25
Robbery	0	2
Assault	9	146
Intimidation	4	27
Arson	0	3
Extortion/Blackmail	1	3
Burglary/B&E	30	125
Theft	67	478
Motor Vehicle Theft	4	43
Counterfeit/Forgery	3	48
Fraud	7	66
Stolen Property	1	2
Vandalism	17	176
Drug Offenses	19	128
Porno/Obscene Material	0	1
Prostitution	0	1
Weapon Law Violation	4	16
<b>Group B Crimes</b>		
Bad Checks	0	8
Disorderly Conduct	5	34
Driving Under Influence	11	122
Drunkenness	9	142
Non-Violent Family Offense	1	13
Liquor Law Violation	0	3
Runaway	1	13
Trespassing	2	16
All Other Offenses	19	161
<b>Group A Total:</b>	<b>167</b>	<b>1192</b>
<b>Group B Total:</b>	<b>48</b>	<b>478</b>
<b>Total Reported Crimes:</b>	<b>215</b>	<b>1670</b>
<b>Traffic Accidents</b>		
Fatality	0	3
Personal Injury	1	21
Property Damage	0	197
<b>Total Reported Accidents</b>	<b>1</b>	<b>218</b>
<b>Driving Offenses</b>		
Driving While License Barred	0	9
Driving While Denied/Cancelled/Suspended/Revoked	2	15
Eluding Police Vehicle	1	6
<b>Total Driving Offenses</b>	<b>0</b>	<b>27</b>
<b>Alcohol/Tobacco Violations</b>	<b>0</b>	<b>110</b>
<b>Calls for Service</b>	<b>1419</b>	<b>17,230</b>
<b>Total Arrests</b>	<b>55</b>	<b>718</b>

**FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- PSO's completed their monthly checklist of knowledge and performance tasks
- Three PSO's completed their EMT training at Hawkeye Community College
- One PSO supervisor completed their Emergency Service Instructor I class
- Firefighter 1 training
- Firefighter 2 training
- Driving and Pumping Procedures
- Ventilation
- Emergency Service Instructor I
- EMT Certification classes
- Ice Rescue
- Tanker and Rural classes
- SCBA Review and Inspection
- Aerial Ladder Operations
- Ropes and Knots
- Extrication Equipment and Operation
- Electrical Safety
- Elevator Rescue
- Fire and Arson Investigation
- Online Fire Rescue 1 training

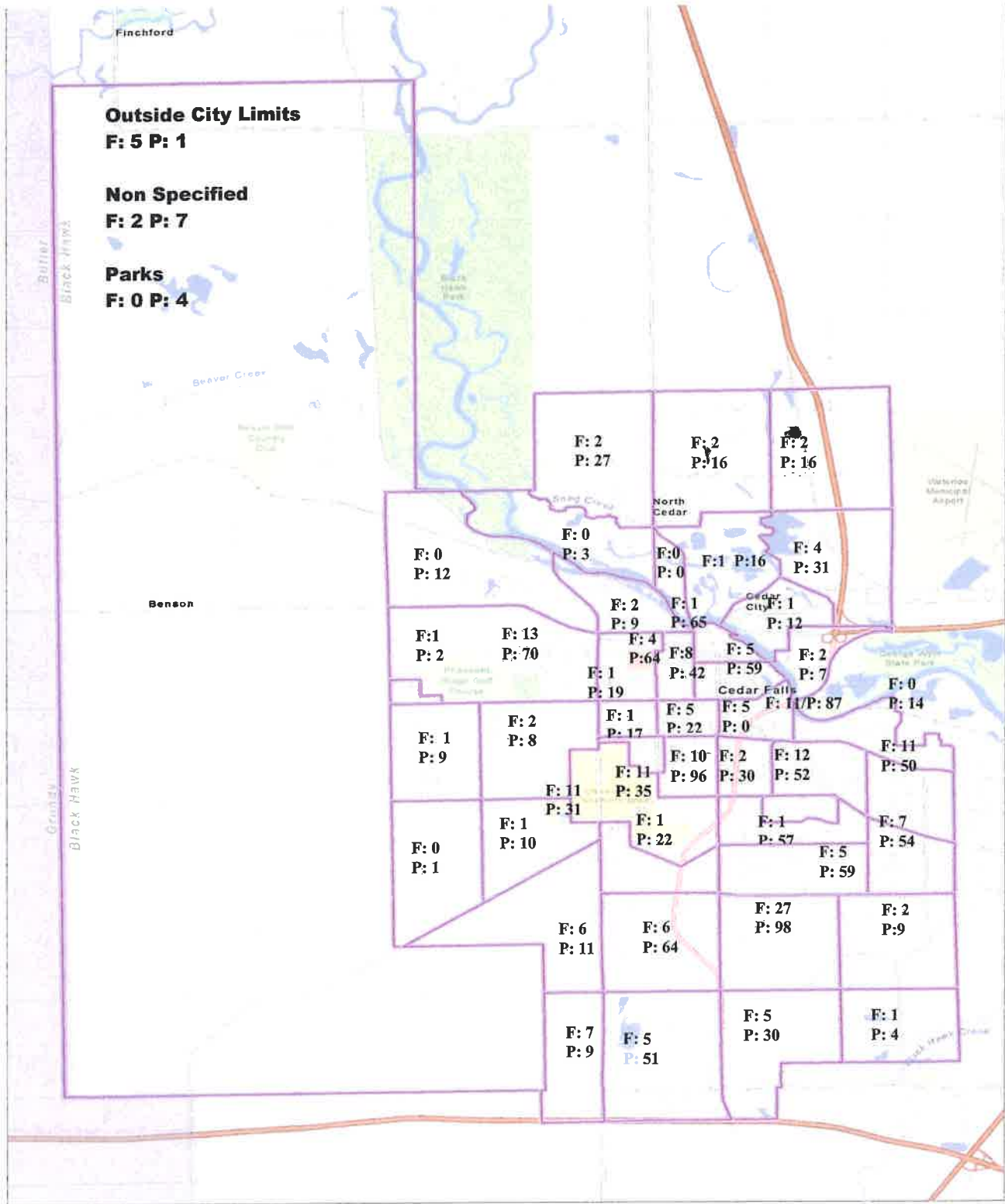
**FIRE RESCUE CALLS FOR SERVICE**

<b>Type of Incident (Monthly)</b>	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical & Rescue	124	124	98	87	74	95	118	133	115	110	134	116
Cancelled, False Alarms, Good Intent	42	54	44	58	57	54	59	46	43	40	39	34
Fire, Heat, Hazard, Weather Related & Other	12	8	13	13	13	20	35	8	15	23	37	16
<b>Totals</b>	<b>178</b>	<b>186</b>	<b>155</b>	<b>158</b>	<b>144</b>	<b>169</b>	<b>212</b>	<b>187</b>	<b>173</b>	<b>173</b>	<b>210</b>	<b>166</b>

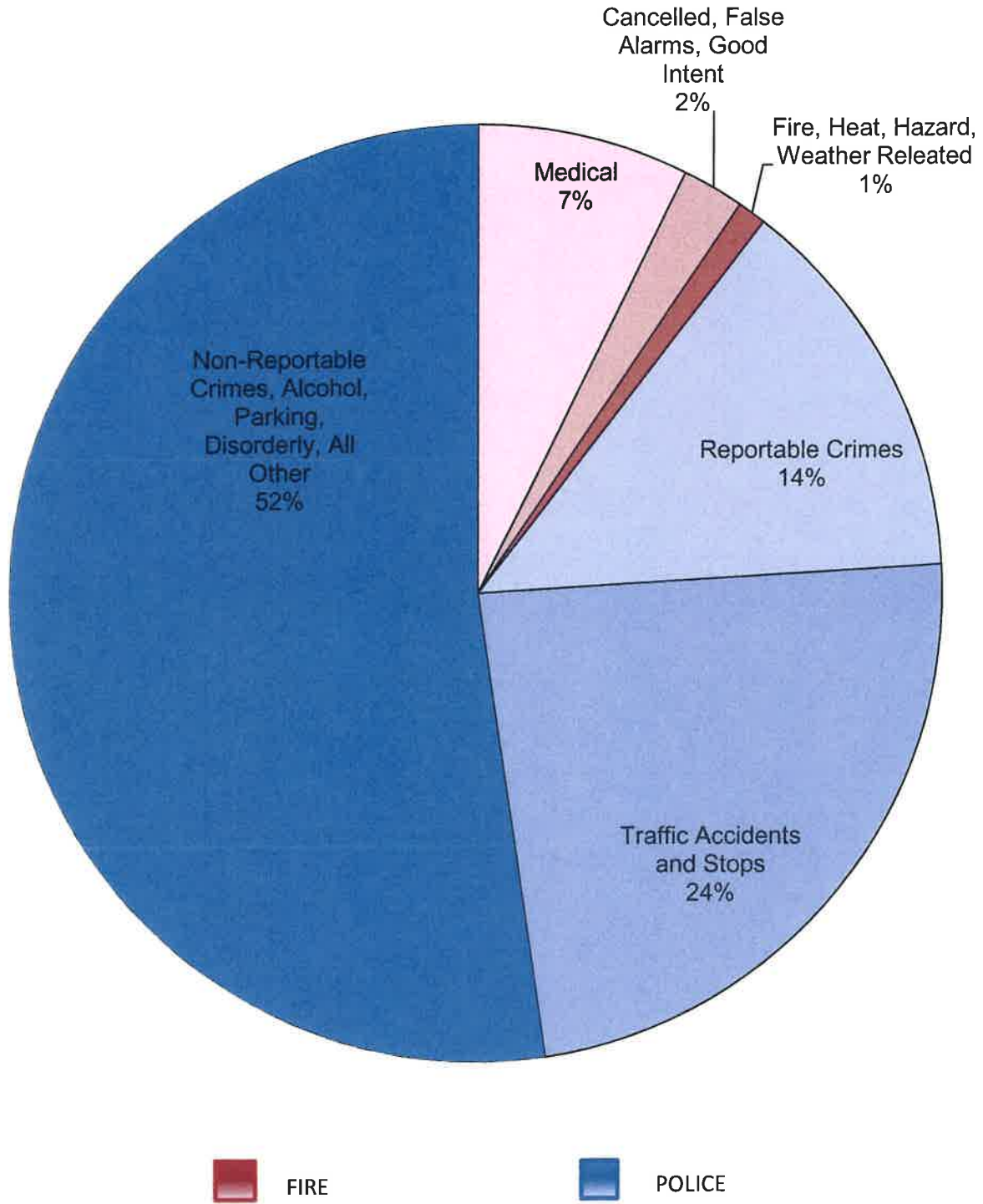
<b>Type of Incident (per year)</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Non-Medical CFS	1,056	1,052	948	840	911	900	772	841	783
Rescue / EMS Related	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272	1,328
<b>Totals</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>	<b>1,794</b>	<b>2,113</b>	<b>2,111</b>



# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (December)



**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

January 27, 2021

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 of 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.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>	<b>Veteran's Preference Points</b>	<b>Total Points With Preference</b>
1	Amos Barning	463	32.5	496
2	Steven Brooks	474		474

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commission Chairperson

\_\_\_\_\_  
Sue Armbrecht, Commissioner

\_\_\_\_\_  
Paul Lee, Commissioner

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID-19.

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

**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

January 27, 2021

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 of and authorized administration of a testing instrument for the position of Maintenance Worker. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Michael Devine	553	33.5	587
2	Nicholas Sires	545		545
3	Robert Martin	531		531
4	Collin Meier	512		512
5	Mark DeVries	502		502
6	William Nibbelink	498		498
7	Scott Knudtson	496		496
8	Shem McCoy	492		492
9	Carter Bixby	489		489
10	Eric Gronowski	488		488
11	Carl Roeding	486		486
12	Bradley Fredericksen	481		481
13	Peter Schuster	473		473
14	Stephanie Camargo	470		470
15	Tyler Hare	465		465
16	Kathy Gaede	450		450
17	Shadrach Wilson	449		449

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commission Chairperson

\_\_\_\_\_  
Sue Armbrecht, Commissioner

\_\_\_\_\_  
Paul Lee, Commissioner

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacqué Danielsén, City Clerk  
Cc: Chase Schrage, Director of Public Works; Brian Heath, Public Works & Parks Manager  
Civil Service Records

**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

January 27, 2021

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 an interview testing instrument for the entry position of Wastewater Treatment Plant Operator I. An applicant meeting the minimum qualifications of the position, including possession of, or ability to obtain, a current State of Iowa Wastewater Treatment Operator Grade 1 certificate was interviewed. Listed below are the names of the candidates and their average interview score and applicable Veteran's Preference points.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>	<b>Veteran's Preference Points</b>	<b>Total Points With Preference</b>
1	Hunter Maitland	84		84
2	Matthew White	80		80
3	Steven Penberthy	78		78
4	Morgan Williams	76		76
5	Tomas Cortez	72		72
6	Chad Brown	67		67

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commission Chairperson

\_\_\_\_\_  
Sue Ambrecht, Commissioner

\_\_\_\_\_  
Paul Lee, Commissioner

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 1-27-21 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Daniels, City Clerk  
Cc: Chase Schrage, Director of Public Works; Mike Nyman, Water Reclamation Manager  
Civil Service Records



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: January 26, 2021
SUBJECT: Temporary Sign Request
Bull Sign – Melinda and Lori Haag, 3619 Carlton Drive

This office received the attached request to place the Randall’s Bull Sign at 3619 Carlton Drive. The applicants would like to use the sign to celebrate a husband/brother’s birthday.



The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will display a birthday message and is intended to be located in the front yard on the grass/snow away from the right of way as shown by the blue rectangle on the photo to the right. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display the temporary bull sign at 3619 Carlton Drive on the 7th of February, 2021.



If you have any questions or need additional information, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director
Jeff Olson, Public Safety Director
Karen Howard, Planning & Community Services Manager

Attachment: Email request from applicant

**Chris Sevy**

---

**From:** Haag, Melinda <melinda.haag@crowe.com>  
**Sent:** Monday, January 25, 2021 2:03 PM  
**To:** Planning  
**Subject:** Request for Household signage permit  
**Importance:** High

**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.

Hi.

I just called and spoke with Chris about getting a signage permit so that the cow below could be located in my brother's driveway for his 60<sup>th</sup> birthday on February 7. Randall's in Hudson, IA told me to call you to obtain the permit.

Please see below.

Thank you

Melinda  
708.250.8885

Melinda S. Haag | Director  
Global Services  
Crowe LLP  
Pronouns: She/Her/Hers  
(O) 630.574.1618 | (C) 708.250.8885  
[melinda.haag@crowe.com](mailto:melinda.haag@crowe.com)  
[www.crowe.com](http://www.crowe.com)



---

**From:** Melinda Haag <[mshaag@yahoo.com](mailto:mshaag@yahoo.com)>  
**Sent:** Monday, January 25, 2021 14:00  
**To:** Haag, Melinda <[melinda.haag@crowe.com](mailto:melinda.haag@crowe.com)>  
**Subject:** Picture

**CAUTION:** This email originated from outside of Crowe. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.



SARAH HADLEY



Melinda S. Haag  
[mshaag@yahoo.com](mailto:mshaag@yahoo.com)  
708.250.8885

[Sent from Yahoo Mail for iPhone](#)

This email message is from Crowe LLP or one of its subsidiaries and may contain privileged or confidential information or other information exempt from disclosure under applicable law. If you are not the intended recipient, please notify the sender by reply email immediately and delete this message without reading further or forwarding to others. This email is not intended to be a contract or other legally binding obligation, and any tax advice expressed in this email should not be construed as a formal tax opinion unless expressly stated. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP and its subsidiaries.



Instructions on the reverse side

For period (MM/DD/YYYY) 03 / 02 / 2021 through June 30, 2021

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

Business Information:

Trade Name/DBA Tobacco Outlet Plus #561
Physical Location Address 4116 University Ave, Units 104-105 City Cedar Falls ZIP 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 608-793-6262 Fax Number 608-793-6120 Email DHafner@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 [ ] 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) Donald P. Zietlow Name (please print)
Signature [Signature] Signature
Date 1/25/21 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: n/a
• 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:** Jeff Olson, Public Safety Services Director  
 Craig Berte, Police Chief  
**Date:** January 28, 2021  
**Re:** Beer/Liquor License Applications

---

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- b) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
- c) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
- d) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- e) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- f) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
- g) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.



**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:** January 29, 2021  
**SUBJECT:** FY2022 City Council Goals, Work Program and Short-Term Financial Plan

1. **Document Structure Changes.** In 2020, I presented to the City Council a request reorganize the Council Goals into five sections/goals (down from seven), to cite and link to important documents for easy reference, and to add tables and improve the structure for readability. The attached draft is the resulting document for consideration and approval.
2. **Proposed Additions.** The Council Goals document does not exist in a vacuum; the Council’s efforts and are informed by, and complimentary to, the goals of a variety of other community stakeholders. These include the Cedar Falls Community School District, the University of Northern Iowa, the City of Waterloo, and Cedar Falls Utilities. The proposed document recognizes the importance of these partner organizations, and expresses the City Council’s support for their goals when in the best interest of Cedar Falls. These are broad expressions of support, rather than a commitment to specific action. I also added draft language to a number of other goals and policies, to help the public better understand the Council’s direction to city staff. Those are highlighted in green text in the draft.
3. **Actions.** I propose that the City Council (1) approve this draft document as is written, or (2) propose amendments to add or strike certain text from the document, or (3) vote down the document entirely. If voted down (and if the council has no objection) then I will present the Goal Setting document to the council for approval in the February 15<sup>th</sup> meeting, with none of the proposed additions shown in green in the enclosed draft. Council members could then, at their discretion, move to amend the new draft by adding whatever language is desired.
4. Thank you for the opportunity to propose these changes, which I believe will improve the readability, usefulness and reference value of this vital document for the Council, staff, and the general public. Please don’t hesitate to contact me with any questions regarding the draft.

Xc: City Clerk  
City Administrator  
City Attorney



# FY2022 City Council Goals, Work Program and Short-Term Financial Plan

## City of Cedar Falls, Iowa

**Mission:** Maintain and improve the safety and desirability of Cedar Falls through the efficient delivery of public services, and the ongoing practice of open communication among Council, Staff, Mayor, and Citizens.

### Contents

References Cited in this Document..... 2

Abbreviations Used in this Document ..... 3

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GOAL 2: ENSURE GOVERNMENT EFFICIENCY & EFFECTIVENESS..... 8

GOAL 3: PROMOTE ECONOMIC DEVELOPMENT ..... 16

GOAL 4: ENHANCE COMMUNITY QUALITY OF LIFE..... 22

GOAL 5: FOSTER ORGANIZATIONAL EXCELLENCE ..... 23

ANNEX A: SHORT-TERM FINANCIAL PLAN ..... A-1

## References Cited in this Document

- a. Future Forward 2025 Community-Wide Strategic Plan (2020). [Link](#)
- b. City of Waterloo, Iowa Strategic Plan (2017). [Link](#)
- c. University of Northern Iowa Strategic Plan (2019). [Link](#)
- d. Cedar Falls Community Schools District Goals (2020). [Link](#)
- e. INRCOG/MPO Safe Routes to Schools Study (2011). [Link](#)
- f. Cedar Falls Utilities Strategic Plan (2020).
- g. Multi-Jurisdictional Hazard Mitigation Plan (2020). [Link](#)
- h. Performance-Based Pay (Merit Pay) Policy.
- i. Cedar Falls Code of Ordinances, 11-II (Minimum Rental Housing Code). [Link](#)
- j. City of Cedar Falls Comprehensive Plan (2012). [Link](#)
- k. City of Cedar Falls Economic Development Website. [Link](#)
- l. Grow Cedar Valley Strategic Plan (2019).
- m. Cedar Falls Visitors and Tourism Strategic Plan (2019).
- n. Cedar Falls Zoning Ordinance. [Link](#)
- o. College Hill Parking Study Final Report (2019). [Link](#)
- p. College Hill Urban Revitalization Plan (2012). [Link](#)
- q. Northern Cedar Falls Visioning Committee Report (2008). [Link](#)
- r. Downtown Parking Study Final Report (2019). [Link](#)
- s. Cedar Falls Public Library Strategic Plan (2020).
- t. Recreation & Fitness Center, Operations & Facilities Needs (2018).
- u. Northern Cedar Falls Development Master Plan.
- v. Cedar Falls Parks Master Plan.
- w. Cedar Falls Environmentally Sensitive Lands Survey (2007). [Link](#)
- x. Trail and Bus Bench Snow Removal Map. [Link](#)
- y. Comprehensive Pay Plan (2018).
- z. Tuition Assistance Program Policy
- aa. Employee Wellness Program Policy

## Abbreviations Used in this Document

- **28E** – A multiagency agreement filed under Iowa Code 28E.
- **CD** – Community Development
- **CHP** – College Hill Partnership
- **CDBG** – Community Development Block Grant
- **CFCSD** – Cedar Falls Community School District
- **CIP** – Capital Improvements Program
- **CJIS** – Criminal Justice Information System
- **CMS** – Community Main Street
- **CSO** – Community Service Officer
- **CFU** – Cedar Falls Utilities
- **DNR** – Iowa Department of Natural Resources
- **EPA** – U.S. Environmental Protection Agency
- **FBO** – Finance and Business Operations
- **FY** – Fiscal Year
- **GCV** – Grow Cedar Valley
- **GO** – General Obligation
- **IDOT** – Iowa Department of Transportation
- **INRCOG** -- Iowa Northland Regional Council of Governments
- **LOST** – Local Option Sales Tax
- **MET** – Metropolitan Transit Authority
- **MPO** – Metropolitan Planning Organization
- **POC** – Paid On Call
- **PSS** – Public Safety Services
- **PSO** – Public Safety Officer
- **PT** – Part-Time
- **PW** – Public Works
- **ROW** – Right of Way
- **RUT** – Road Use Taxes
- **SSMID** – Self-Supported Municipal Improvement District
- **TIF** – Tax Increment Financing
- **UNI** – University of Northern Iowa
- **WWTP** – Waste Water Treatment Plant

## **GOAL 1: DELIVER RESPONSIVE LOCAL GOVERNMENT**

Continue to provide a representative system, which identifies and anticipates concerns, problems, and opportunities which are effectively addressed with thoughtful and decisive governmental actions for the benefit of the citizens.

### **A. SUPPORTING COUNCIL POLICIES**

1. Set policies and guidelines, and provides broad direction to the City Administrator, who in turn formulates management decisions to provide efficient service offerings and operations.
2. As a policy-making body, interpret community needs and values and conveys them to City staff through consistent legislative and policy actions.
3. Continue to provide a forum for public input related to City actions through open public meetings, hearings, committees, commissions, task forces, local access cable television, and web-based media.
4. Encourage active public input into the City's various boards, commissions, task forces, and other advisory bodies.
5. Continually explore and evaluate improved methods of communication with citizens to informing them of City activities and accomplishments.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to hold annual meetings with CFU to discuss the impacts and strategies to deal with the on-going transfer of Utility funds in lieu of property taxes, franchise taxes, use of right-of-way, TIF reimbursement, and support of entrepreneurship.
2. Hold joint meetings with policy-making City boards such as the Library Board and the Planning & Zoning Commission.
3. Consider holding when timely, joint meetings with the Waterloo City Council, Black Hawk County Supervisors, CFCSD and UNI on matters of mutual interest.
4. Encourage the professional development of City Council members, city commissioners and board members through staff-facilitated work sessions, training sessions and innovative project presentations from other cities.
5. Expand on existing collaborations with the City of Waterloo, CFU, UNI, Black Hawk County, and other governmental bodies to provide high-quality public services at lower cost; examples include art & culture services, airport operations, public safety services,

transit systems, economic development coordination, emergency response, sewer infrastructure, and shared facilities / equipment.

6. Continue working with MET to explore public transportation options **which meet the needs of Cedar Falls' public transit-dependent residents at an affordable cost to the city.**
7. Continue to support the development of the five-year Community-Wide Strategic Plan [reference (a)] to help coordinate the long-term efforts of the City's many stakeholders.
8. Continue using the city's quarterly *Currents* newsletter, websites, cable television, social media and other technologies to provide relevant information about City services, activities, and schedules to residents.
9. Continue expanding the Communication Specialist role to facilitate increased communications with the public about all aspects of city government.
10. **Create and maintain an online index of major city plans, policies, and documents for easy public reference.**
11. **Continue to work with the Iowa Department of Natural Resources (IDNR) to develop a plan and construction schedule to update the existing Wastewater Treatment Facility in order to meet the Nutrient removal requirements.**

#### **C. FY22 DETAILED OBJECTIVES**

1. **City of Waterloo Objectives.**
  - a. **Support Waterloo's goals as stated in its Strategic Plan, when in the best interest of Cedar Falls [reference (b)].**
  - b. Support the creation of a Regional Airport Authority, if initiated and supported by the City of Waterloo.
  - c. Support continued discussions at the Police Chief and Fire Chief level with Waterloo to enhance mutual aid (28E) agreements for faster emergency response times and lower callback expenses for both cities.
  - d. Support coordination with Waterloo directly and through INRCOG/MPO on common legislative goals.
  - e. Continue to explore Waterloo's use of Cedar Falls' refuse transfer station.
  - f. Support cooperative efforts to upgrade the County Consolidated Communications Center (911 dispatch) while exploring options to minimize costs assessed to Cedar Falls.



2. **University of Northern Iowa (UNI) Objectives.**

- a. **Actively support UNI's goals as stated in its Strategic Plan [reference (c)].**
- b. Continue to collaborate with UNI to address public safety, parking, College Hill neighborhood, equitable payment for City services, sharing of facilities and elimination of duplicated governmental services.
- c. Continue to explore the viability of shared service contracts with UNI for policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development and usage.
- d. Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land; this approach will allow City funds to be used for site development.
- e. Engage with Iowa Workforce Development and UNI to explore opportunities to retain recent UNI graduates in Cedar Falls.
- f. **Continue to actively develop UNI student internship opportunities with the City to foster civic awareness and promote careers in public service.**

3. **Cedar Falls Community School District (CFCSD) Objectives.**

- a. Continue to encourage the CFCSD to maintain an elementary school in northern Cedar Falls consistent with the 2008 Northern Cedar Falls Visioning Committee Report.
- b. **Support CFCSD's goals as stated in its District Goals Plan [reference (d)].**
- c. Assist CFCSD with infrastructure improvements that create parking areas, joint City/Schools playgrounds, **and** building expansion areas.
- d. Support improvements to parking and pedestrian traffic near public schools **in accordance with the Safe Routes to Schools Study** [reference (e)]; examples of such design are Orchard Hill Elementary, Southdale Elementary, and Lincoln Elementary.
- e. Coordinate with CFCSD on the completion of the new Cedar Falls High School; identify local, county and state facilities, programs and property which can minimize duplication of services.

4. **Cedar Falls Utilities (CFU) Objectives.**

- a. **Actively support CFU's goals as stated in its annual Strategic Plan [reference (f)].**

- b. Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for CFU projects completed in City TIF districts.<sup>1</sup>
- c. Support CFU in the implementation of water service programs, as CFU is the sole governmental entity authorized by code to provide these services.
  - (1) Implement public water special assessment programs (if requested by CFU) to install a public water system in un-serviced areas<sup>2</sup>, if requested and financially supported by a majority of benefited property owners.
  - (2) Use CDBG funding (if eligible) to pay for water service line connection for all residents who are income-eligible and property taxes to pay for fire hydrant installation; CFU will pay for all water line over-sizing and property owners will pay all other expenses, less any other funding sources.
- d. Continue to explore sustainability **and resiliency** initiatives jointly with CFU.

#### 5. Diversity and Inclusion Objectives.

- a. **Continue active support for the Human Rights Commission's research, education and outreach efforts.**
- b. **Continue to support the Economic Inclusion efforts of Grow Cedar Valley and other area stakeholders.**

#### 6. Resiliency and Sustainability Objectives.

- a. **Continue to support the development of the Cedar Falls Resilience Plan to address environmental sustainability and resiliency concerns.**
- b. **Develop an Island Park Master Plan to address frequent damage / silting from Cedar River flooding.**
- c. **Continue to support conversion of city buildings to LED lighting, when cost-effective, to reduce the City's electricity demand.**
- d. **Continue to support the conversion of unused City property to native tallgrass prairie (when practical) to reduce storm water runoff, minimize lawn maintenance requirements, and provide habitat for wildlife and pollinators.**
- e. Continue to support the conversion of select gravel alleys to permeable alleys (when

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<sup>1</sup> Reimbursement would be subject to CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.

<sup>2</sup> Examples include parts of northern Cedar Falls, Viking Place, Horseshoe Drive and some rural properties.

funds permit) to reduce gravel erosion and pollution from storm runoff.

## 7. **General Governance Objectives.**

- a. Continue support for ‘Mayor’s Updates’ **to inform the City Council, Cedar Falls residents and stakeholders** of the status of Council priorities, City projects, upcoming activities and key information.
- b. Continue to specify in council agenda memos and presentations how a project or topic fits into the City Council’s stated goals and priorities.
- c. Maintain a directory of governmental units, neighborhood groups, and other stakeholders the City Council would periodically like to meet with to discuss common interests.
- d. **Maintain an online calendar of civic events of relevance to city elected officials, published with as much advance notice as possible to facilitate attendance.**
- e. Hold city council work sessions on council meeting Mondays to discuss complex or potentially contentious matters, including:
  - (1) *Consideration of Part-Time Mayor and Related City Code Updates*
  - (2) *Council Committee Structure*
  - (3) *Island Park Improvements*
  - (4) *Downtown Policy Changes to Promote Business*
  - (5) *Resilience Plan – Final Report*

## **GOAL 2: ENSURE GOVERNMENT EFFICIENCY & EFFECTIVENESS**

Equitably deliver services in a cost effective, efficient, professional, and timely manner.

### **A. SUPPORTING COUNCIL POLICIES**

1. Carry out the Short-Term Financial Plan (Annex A).
2. Ensure that the community’s health, safety, and welfare are protected through the provision of essential cost-effective, efficient, professional, and timely public services.
3. Adopt a balanced budget reflecting the community's economic climate and needs.
4. Continue to monitor the impacts of the State of Iowa’s roll back of commercial/industrial taxable values without long-term guaranteed backfill funding.

5. Maintain a budget philosophy of self-sufficiency in all major funds.
6. Adopt a Capital Improvements Program annually which coordinates major capital expenditures and is responsive to property tax levies and the City's debt restrictions.
7. Maintain a stable property tax rate relative to the consumer price index.
8. Deposit funds in excess of annual operations expenses (including released TIF funds) in a capital reserve account for projects such as the repurposing of city hall, economic development, public land acquisition, redevelopment or other one-time expenses approved by the City Council.
9. Evaluate each newly proposed service to determine the cost, relative importance and value of each service, and to identify unnecessary duplication within City-sponsored programs.
10. Identify and implement cost-effective methods to save energy within City operations.

#### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to monitor the City's capacity to provide adequate maintenance of its growing infrastructure. Maintain a long-term maintenance plan, including a contingency plan to respond to reductions in maintenance funds if encountered in the long term.
2. Continue to dedicate future accumulating cash generated by mid-year budget reductions for one-time future expenses such as capital projects.
3. Continue to dedicate TIF release dollars generated by expired TIF areas to future economic development projects.
4. Continue to explore appropriate opportunities for privatization of city services.
5. Continue the annual street repair program using RUT and LOST revenues.
6. Ensure that essential services (public safety, parks, sewers, roads, refuse collection) are offered, while constantly exploring ways to increase efficiency in delivery.
7. Encourage civic involvement and volunteerism by citizens to reduce costs, including recycling, picking up leaves, moving cars to assist with efficient snowplowing, cleaning sidewalks, Friends of the Library, Friends of the Hearst Center, and Police Reservists.
8. Maintain the appropriate number of alternative staff in police and fire while improving services and reducing overtime costs by annually recruiting, if necessary new Police Reservists, volunteers, PSOs and POC staff.

9. Periodically conduct an evaluation of the costs and benefits of participation in the County Consolidated Communications Center and CJIS. Determine the fair share of costs that should be assigned to Cedar Falls while exploring a "county funded" system.
10. Maintain the Police Community Service Officer (CSO) program to help supervisory personnel with office duties, allowing supervisors to work closer with the public and provide direction in the field supervision of down-line employees.
11. Maintain staffing levels in all departments that reduce overtime by matching staffing levels to specific service demands as opposed to predetermined rigid standards.
12. Return City property to the tax base (when possible) to support revenue generation and economic development.
13. Negotiate collective bargaining contractual terms that allow the City to implement in the Public Works Department 4-day, 10-hour workweeks to increase efficiency of operations, as appropriate.

## **C. FY22 DETAILED OBJECTIVES**

### **1. General Cost Savings Objectives.**

- a. Evaluate cost-effective alternatives to keep City departments staffed and functional.
- b. Continue the review of open positions as they occur.
- c. Continue the practice of succession planning to identify talented internal candidates when a vacancy is expected to occur.
- d. Continue to promote cross-training programs and alternative employment practices for most effective use of city staff.
- e. Continue to explore the sharing of services with other jurisdictions.

### **2. Public Safety Objectives.**

- a. Continue to support and provide feedback on the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County [reference (g)] and other intergovernmental emergency response plans.
- b. ~~Expand the~~ Continue the City's PSO model, **which hires Public Safety Officers for cross-training in law enforcement, firefighting, and rescue operations.**
- c. **Continue to review the staffing levels of the POC and Reserve programs to ensure the most efficient use of Public Safety funds and personnel.**

- d. Actively solicit Public Safety Services Department employees to participate in the POC and PSO programs **to increase their availability for service.**
- e. Expand the use of PSOs, part time staff, and POCs to adequately staff fire stations without adding full-time staff or overtime expenses.
- f. Continue to explore the concept of a fee structure for public safety to recoup the City's cost to provide these services.
- g. Continue using supervisor performance measurement tools to hold first line supervisors accountable for daily staffing decisions.
- h. Ensure that weekends and holidays are fully-scheduled productive workdays for shift personnel.
- i. Minimize fire shift overtime, using volunteers, PSOs, POCs, part-time staffing or other cross trained positions to reduce callbacks and staff scheduling expenses.
- j. Use the Performance Based (Merit Based) Pay Policy [reference (h)] to reward supervisors who successfully respond to workload demands with decisions that adequately protect the safety of employees and the public while minimizing overtime and callback expenses.
- k. Exercise management rights to schedule full staffing to avoid overtime expenses on days where known special public events will tax personnel resources.
- l. Determine the most appropriate location for a new fire station as a result of the study.
- m. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.

### 3. Code Enforcement Objectives.

- a. Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the City's departments.
- b. Continue the full-time Code Enforcement Officer position to enforce parking, property maintenance, snow removal, zoning, housing, building, and nuisance codes.
- c. Enforce 48-hour parking laws in response to snow events, citizen complaints, habitual violations, and when public safety is compromised.

- d. Prioritize code enforcement on issues related to health & safety, property maintenance and over-crowding or over-occupancy.
  - e. Continue rental inspections on a 3-year cycle.
  - f. Expand building maintenance code inspections and enforcement city-wide, including in the College Hill area.
  - g. Continue to coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
  - h. Continue to evaluate the efficacy of the Landlord Accountability Ordinance [reference (i)] annually.
  - i. Implement traffic and parking controls based on public input meetings, test cases, sound engineering / best practices, and specific structural or safety limitations (street width, density, traffic flow and safety).
  - j. Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).
  - k. Enforce over-occupancy regulations.
  - l. Enforce parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
  - m. Employ traffic calming devices, when appropriate, to address neighborhood traffic concerns.
  - n. Consider ordinance changes recommended by the Single Family Conversion task force to limit the number of converted single family homes in neighborhoods.
4. **Fire Prevention and Suppression Programs Objectives.**
- a. Continue to assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
  - b. Continue annual smoke detector inspections in businesses and residences, recognizing that smoke detectors identify fire hazards at the earliest possible time.
  - c. Staff fire stations whenever possible with a combination of career, PSO, POC, PT, ambulance and volunteer staff **to maintain readiness while reducing staffing costs.**
  - d. ~~Continue placing firefighting ensembles in police vehicles for faster response times.~~

- e. ~~Continue deploying CAFS equipment in select police vehicles to provide faster fire suppression response times.~~

[Mayor recommends removing d and e above, out of concern that these two directives are tactical, rather than strategic – they will be contained in the 5 Year Public Safety Strategic Plan, and are best left to the discretion of the Public Safety Director rather than the Mayor or City Council to state that these tactics “have” to be done.]

- f. Encourage the Fire Chief to exercise management authority in implementing fire station staffing plans, and encourage the Battalion Chiefs to use management discretion in determining daily staffing levels using alternative staff.

**5. Yard Waste & Refuse Objectives.**

- a. Determine if yard waste collection programs should be altered or expanded based on the efficiency of material collection, customer satisfaction and general cost efficiency.
- b. Evaluate City-operated leaf vacuum collection rates to determine if they are set at levels that encourage property owners with small volumes of leaves to compost, mulch or utilize ‘City’ container disposal methods; ensure that the rate offers a cost-effective option for property owners who must dispose of large volumes of leaves.
- c. Evaluate how the expansion of the hours of operation for the yard waste drop off site has impacted revenues and expenditures.
- d. Continue the City’s public relations program to encourage the environmentally safe disposal of yard waste.
- e. Continue to review refuse fees, when timely, to ensure that sufficient revenues exist to cover all collection costs.

**6. Stormwater and Wastewater Objectives.**

- a. Review sewer rental fees to ensure that sufficient revenue exists in the next several years to pay for EPA mandated treatment plant improvements and other sewer projects.
- b. Continue to review stormwater fees, when timely, to determine if sufficient fees exist to pay for projected storm water costs outlined in the CIP.

**7. General Legislative Objectives.**

- a. Continue using lobbyists to influence legislative action related to municipal issues.
  - (1) Continue to contract with a professional lobbyist to represent City interests to the State legislature.



- (2) Continue membership in the Iowa League of Cities to lobby for all Iowa cities.
- b. Continue to oppose changes to TIF laws that would impair the use of TIF as an economic development tool.
- c. Continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.
- d. Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's revenue generation challenges, as well as the negative impact of legislation (including unfunded mandates, tax exempt and rollbacks).
- e. Continue pre- and post-legislative session meetings with area representatives to discuss topics of mutual interest.

## 8. State Legislative Objectives.

- a. *Introduction.* The November 2020 elections resulted in no changes in the political party that will control the Iowa House and Iowa Senate, along with the Governor's office; Republicans will maintain "trifecta" control of these three institutions for both the 2021 and 2022 legislative session.
- b. *Legislative Concerns.*
  - (1) Property Tax Backfill. Cedar Falls fully supports funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013. The economic downturn related to COVID-19 has put the state budget in a more challenging position, making funding for the backfill more of an issue in 2021 than 2020. Local governments will need to forcefully advocate to protect the continuance of this funding.
  - (2) Restrictions on the use of Tax Increment Financing (TIF) and Tax Credits. This issue did not gain traction in 2020, but risk for more discussion in 2021 of potential legislation to restrict how cities use TIF is certainly possible. Cedar Falls supports the continuation of TIF as the primary tool for communities to promote economic development.
  - (3) Restrictions on Local Control of Decision-making. Such legislation runs contrary to the intent of the Iowa Constitution's Home Rule Amendment. Examples include:
    - (a). Blocking cities from adopting ordinances to prohibit landlords from rejecting a tenant based solely on the tenant using a Section 8 voucher to pay for rent.

- (b). Requiring a super-majority vote of the public body such as a city council in order to accept a bid for the sale of property that was not the highest bid (bill passed the legislature in 2020, but was vetoed by Governor Reynolds).
  - (c). Legislation prohibiting cities from paying ransomware demands.
  - (d). Prohibiting cities from providing funding for their municipal broadband telecommunications utility
- (4) Other Concerns. Cedar Falls will continue to oppose any unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pensions, etc.) erosions of Home Rule Amendment<sup>3</sup> authority, and elimination of state tax credits used for economic development.

c. *Legislative Opportunities.*

- (1) Housing. Cedar Falls supports state efforts to provide additional resources to communities for housing construction, including more state support of local housing trust funds and expansion of the Workforce Housing Tax Credits. An Economic Recovery Advisory Board was created in 2020 to make recommendations for helping Iowa recover from COVID-19. Part of their recommendations will include several to increase funding for workforce housing tax credits and the State Housing Trust Fund. Passage of these recommendations might provide an opportunity for the City of Cedar Falls to secure financial assistance for housing initiatives in the city.
- (2) Water and Wastewater Infrastructure. Cedar Falls supports state efforts to provide additional funding sources and flexible policies related to water, wastewater, and storm water infrastructure; these changes are necessary to meet the demands of increasing environmental regulation of cities. Funding for local government water and wastewater infrastructure was included in the Governor's proposal during the 2020 legislative session to raise the sales tax; it is unclear if the Governor will bring that proposal back again in 2021.
- (3) University of Northern Iowa. During the 2020 legislative session, the City of Cedar Falls provided support for UNI's legislative priorities, and would expect to do so again in 2021.

d. *Key Iowa Legislative Dates for 2021.*

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<sup>3</sup> The home rule amendments of the Iowa Constitution give cities and counties authority to determine their own local affairs and government in a manner which is not inconsistent with state statute, except that home rule power and authority does not extend to the authority to levy a tax without the express authorization of the General Assembly. See [https://www.legis.iowa.gov/DOCS/LSA/Legis\\_Guide/2009/LGLSL054.PDF](https://www.legis.iowa.gov/DOCS/LSA/Legis_Guide/2009/LGLSL054.PDF).

January 11 (Monday)	First Day of Legislative Session
March 5 (Friday)	First Legislative Funnel deadline
April 1 (Thursday)	First Congressional and legislative reapportionment plan delivered to legislators
April 2 (Friday)	Second Legislative Funnel Deadline
April 15-20	Legislature must vote on first reapportionment plan
April 30 (Friday)	110 <sup>th</sup> day of legislative session – last day legislators receive per diem payments

## 9. Federal Legislative Objectives.

- a. Continue to request federal transportation funding support for major street projects.
- b. Request EPA funding for federally mandated treatment plant improvements.
- c. Support CFU in securing federal grants to increase regional electrical distribution capacity and development or access to redundant fiber trunk services into the greater metropolitan area.
- d. Seek changes in EPA/DNR Rules Interpretation to end improper interpretation of rules related to sewer discharges, particularly during periods of wet weather that can overload treatment plants and collection systems.
- e. Continue to be a party in the Iowa League of Cities lawsuit against EPA to seek judicial intervention on rule interpretation detrimental to Cedar Falls.

## **GOAL 3: PROMOTE ECONOMIC DEVELOPMENT**

Create an environment conducive to economic development.

### **A. SUPPORTING COUNCIL POLICIES**

1. Function as a catalyst to encourage business development and expansion in Cedar Falls.
2. Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Develop initiatives, when financially feasible, to support the economic development goals contained in the city's Comprehensive Plan [reference (j)].

2. Implement a long-term plan for the development of future TIF districts. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies.
3. Continue the systematic and strategic buyout of flood-prone properties to retain viable areas based on quality of infrastructure, elevation and contiguousness.
4. Prepare on a project-by-project basis an in-depth analysis of the long-term economic benefits vs. public investment/risk for each private/public cooperative economic development venture; the analysis must conclude that the long-term financial benefit derived by Cedar Falls taxpayers clearly out-weighs the risk of public financial assets.

### **C. FY22 DETAILED OBJECTIVES**

#### **1. General Economic Development Objectives.**

- a. Offer economic development incentives on par with other Iowa cities to remain competitive in the site selection process.
- b. Continue to support and develop the city's economic development website [reference (k)].
- c. Use TIF funds to acquire land for development into marketable industrial lots.
- d. Use TIF funds to provide cash incentives to developers and business owners when consistent with City economic development policies.
- e. Explore the establishment of a University Avenue Corridor TIF district.
- f. Review downtown incentives (following adoption of new zoning) to consider the increase in assessed value and to incentivize enhanced architectural design or public benefits.
- g. Provide property tax abatement (based on current schedules) for projects meeting adopted job creation and tax base growth criteria.
- h. Continue to allocate TIF funds for redevelopment projects on College Hill, in Downtown, and in northern Cedar Falls.
- i. Continue to dedicate funds for expanding economic development marketing efforts.

#### **2. Regional Economic Development Organization Objectives.**

- a. Continue regional economic development partnership with Grow Cedar Valley.

b. **Support Grow Cedar Valley's goals as stated in its Strategic Plan, when in the best interest of Cedar Falls [reference (l)].**

c. Monitor economic development agencies (CMS, CHP and GCV) to determine if the City's cash subsidies result in services of value to Cedar Falls citizens and businesses.

### 3. **Regional Tourism Objectives**

a. Continue to maintain a dedicated Cedar Falls Visitors & Tourism Bureau.

b. **Actively support Visitors & Tourism Bureau goals as stated in its Strategic Plan [reference (m)].**

c. Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.

### 4. **Comprehensive Planning, Engineering and Building Objectives.**

a. Develop a grading ordinance for all new and existing developments.

b. Implement the City's Comprehensive Plan [reference (j)] with emphasis on:

(1) Design standards which protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.

(2) Clear standards for growth, streets, street connectivity and walkability.

(3) Low-maintenance landscaping in the city right-of-way, when cost-effective.

(4) Trails and on-road accommodation of bicyclists, when possible.

(5) Traffic calming devices and design approaches to address neighborhood traffic concerns, when practical.

### 5. **Zoning Ordinance Economic Development Objectives.**

a. Support the development of a comprehensive new Zoning Ordinance [reference (n)] to replace the Zoning Ordinance first adopted in 1970.

b. Consider new zoning and traffic control regulations to better control density and parking problems by reducing the number of multiple family and duplex conversions.

c. Consider changes to zoning regulations which would limit the conversion of single-family properties to rental uses, to protect neighborhood stability and character.

- d. Consider changes to zoning regulations, policies and land use plans to restrict development of non-profit uses on prime commercial sites along arterial streets.
- e. Consider developing a Zoning Ordinance (and Subdivision Ordinance) to accommodate features that encourage mixed uses, variable building setbacks, walkability, sustainability and complete street concepts.
- f. Consider developing, as a part of the new Zoning Ordinance, a new zoning map which includes pre-zoned areas.
- g. Support the pre-zoning of select properties for residential development and shorten the development timeline by identifying neighborhood concerns and responding with developmental limitations.
- h. Annex additional lands into the city (if requested by property owners) to support community growth and development consistent with the Comprehensive Plan [reference (j)].

#### 6. **Affordable Housing Development Objectives.**

- a. Continue to seek ways in to provide affordable housing options to residents.
  - (1) Review City construction standards **to identify possible changes which can promote the construction of affordable housing.**
  - (2) Identify existing older homes which can provide a market to meet affordable housing demand.
  - (3) Target potential developers with Requests for Proposals for affordable housing development, if federal or state grants can be secured.
  - (4) Partner with Habitat for Humanity to build/rehabilitate homes on city-owned lots.
  - (5) **Continue support for Federal Section 8 Housing Assistance programs to help low-income residents with the cost of rent in Cedar Falls, while continuing to monitor program cost-effectiveness.**

#### 7. **Commercial and Office Economic Development Objectives.**

- a. Support the private development of commercial (retail & wholesale), professional office and industrial expansions to improve the City's residential to commercial/industrial land use mix from an 80/20 assessed value split to a 50/50 assessed value split.
- b. Consider diagonal on-street parking within neighborhoods where structurally feasible and where parking deficiencies can be solved with this approach.

**c. Continue development of the city-owned properties along the relocated Highway 20 corridor and establish a new urban renewal area if appropriate.**

- d. Study the future use, ownership and corporate jurisdiction of land along the Highway 20 corridor, including cooperative arrangements with the City of Hudson if petitioned by property owners for annexation.

**8. College Hill Economic Development Objectives.**

- a. Carry out the recommendations of the College Hill Parking Study [reference (o)].
- b. Continue to enact the College Hill Urban Revitalization Plan [reference (p)].

**9. Northern Cedar Falls Economic Development Objectives.**

- a. Continue to enact the recommendations of the Northern Cedar Falls Visioning Committee Report [reference (q)].
- b. Continue to support the development of commercial uses in the northeast corner of Lone Tree Road/Center Street and at the Lone Tree Road interchange.
- c. Continue to promote the development of commercial growth along Center Street through streetscaping and beautification efforts in the ROW.

**10. Downtown Economic Development Objectives.**

- a. Consider adopting an Urban Revitalization District in the Downtown area, following the adoption of new zoning ordinance.
- b. Carry out the recommendations of the Downtown Parking Study [reference (r)].

**11. Industrial Economic Development Objectives.**

- a. Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.
- b. Reserve TIF increment capacity to pay off debt incurred by the City/IDOT cooperative construction of the Viking Road/US 58 interchange.
- c. Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.

**12. MercyOne – Cedar Falls Hospital Economic Development Objectives.**

- a. Plan for site development using current Health Trust Fund monies.

- b. Organize a staff/council committee to determine options and best uses for the original Sartori Hospital site **once a new hospital is constructed elsewhere.**

### 13. Flood Control, Storm Water, Sanitary Sewer and Water Improvement Objectives.

- a. Complete priority wastewater treatment system improvements:
  - (1) Increase sewer rental fees to cover costs of sewer infrastructure improvements.
  - (2) Seek a judicial solution to EPA changes in rules interpretations or begin designing a treatment upgrade, prepare a financing plan, pre-set sewer rental rates and sell bonds to finance the project; seek federal grants to fund a portion of the project mandated by EPA, during the Cedar Valley Coalition visit to Washington D.C.

### 14. Street Improvement Objectives.

- a. Develop cooperative agreements with the IDOT to improve the following streets using RUT, LOST, and GO bonds, if necessary:
  - (1) *Main Street Reconstruction* – Use LOST, RUT, Stormwater, and GO bonds to complete this project for construction 2022-2025.
  - (2) *Cedar Heights Drive* – Use MPO and State safety grants to help fund this project. The City’s match will come from LOST, RUT, and GO bonds for construction in 2020-2022.
  - (3) *West 27<sup>th</sup> Street Improvements* – Use LOST, RUT, and GO bonds to complete this project in FY2021-2022.
- b. **Explore and establish agreements with developers to complete the connection of the following streets:**
  - (1) **Cyber Lane**
  - (2) **Ashworth Drive – Prairie Winds to Hudson Road**
  - (3) **Ashworth Drive – Connection to Arbor Drive**
  - (4) **Ironwood Drive – Connection to Greenhill Road**
- c. **Continue to develop the plans for the reconstruction of Union Road from 27<sup>th</sup> Street to University Avenue - Use LOST and RUT funds to complete this project in FY2024-2025, while also seeking federal funding sources.**



## **GOAL 4: ENHANCE COMMUNITY QUALITY OF LIFE**

Preserve the community's physical, human, and aesthetic assets by assuring that Quality of Life services are available for leisure, educational, cultural and personal enrichment of residents.

### **A. SUPPORTING COUNCIL POLICIES**

1. Actively support the development of cultural, educational, recreational, and natural features, which make Cedar Falls distinctive.
2. Endorse planned community growth, which protects the unique, natural, and historic features of Cedar Falls.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to review and evaluate the ways in which the City can enhance racial and cultural diversity and inclusion in Cedar Falls.

### **C. CY22 DETAILED OBJECTIVES**

1. Continue planning for Hearst Center expansion/relocation.
2. **Actively support the Cedar Falls Public Library's goals as stated in its annual Strategic Plan [reference (s)].**
3. Continue to use the Recreation & Fitness Center, Operations & Facilities Needs Assessment [reference (t)] to determine the viability of expansion.
4. Implement, when financially feasible, an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan [reference (u)].
5. Coordinate with CFCSO to purchase land for future parks in developing areas when possible.
6. Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
7. Update the Park Master Plan [reference (u)] **to account for city growth, changing needs and desires of the public, and updating of equipment and facilities.**
8. Continue to implement portions of the Park Master Plan [reference (v)] for the Big Woods Lake, Gateway Park and Cedar City sites.
  - a. Improve the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.

9. Develop an annual street right-of-way beautification, wayfinding signage, bike network signage, and city entrance signage & monument program using hotel/motel tax revenues.
10. Consider recommendations from City staff when alternative roadway designs are appropriate based on safety, roadway efficiency and financially feasible; typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.
11. Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey [reference (w)] as city finances allow.
12. Identify trails most appropriate for winter snow removal and inform the public via an annually-published Trail and Bus Bench Snow Removal Map [reference (x)].
13. **Develop a Great American Rail Trail Connection Plan to identify possible improvements, wayfinding, and other amenities along the Cedar Falls portion of this cross-country route.**
14. **Continue collaboration with CFCSD on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.**

## **GOAL 5: FOSTER ORGANIZATIONAL EXCELLENCE**

Select, train, motivate and retain highly qualified employees who represent the City in a professional manner.

### **A. SUPPORTING POLICIES**

1. Provide an employee wage and benefit schedule that is competitive with other municipalities in the state of Iowa and private enterprise in the metro area.
2. Maintain clear lines and methods of communication between policy makers and staff.
3. Treat employees with respect and expect that they, in turn, will treat citizens with respect.
4. Encourage and management and supervisory employees to be creative and innovative in the delivery of city services.
5. Promote continuous quality improvement in all city government operations.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to monitor the ability to attract and retain quality staff.

2. **Continue to support** the Performance Based Pay (Merit Pay) Policy [reference (h)] to reward superior staff performance **and encourage the retention of high performers.**
3. Expand cross-training programs for employees to improve service without increasing staffing.
4. Seek methods to reduce employee health insurance costs by altering benefits, seeking greater financial contribution from employees and modify methods of employee health service delivery.

**C. FY22 DETAILED OBJECTIVES**

1. **Conduct a workforce climate assessment survey in FY22 to identify areas for improvement in human resources management.**
2. Continue to evaluate whether to fill an opening or proposed newly created position.
3. Explore restructuring, merging, or eliminating unnecessary positions as they become vacant.
4. Develop and maintain maintaining multi-year staffing and succession plans.
5. Implement and maintain updates to the city's Comprehensive Pay Plan [reference (y)].
6. Continue to fund the City's tuition assistance program [reference (z)] for employees.
7. Encourage employees to use the City's wellness program [reference (aa)] **and continue to offer incentives for participation.**
8. Update the staffing plan to address employment attrition, retirements and the use of PT, PSOs, POCs, Police Reservists, volunteers or other cross-training programs to respond to long-term staffing needs.

## ANNEX A: FY2022 SHORT-TERM FINANCIAL PLAN

### A. FY22 BUDGET POLICIES

1. Limit tax increases to no more than the rate of inflation on residential properties for controllable costs.
2. City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1<sup>st</sup> for all completed City and CFU construction work within the TIF Districts to better position the City and CFU financially. **Continue to transfer TIF release funds to economic development fund to cash-flow economic development projects.**
3. Use State aid (including backfill if provided) only to fund one-time capital expenditures or non-reoccurring expenses, rather than for operating expenses.
4. Requests for aid from any group will only be considered once annually during the annual budget process. Mid-year requests will be deferred to the next fiscal year unless they are emergency in nature. Financial aid will only be provided if there is not financial hardship on City offered essential services and the services proposed are not duplicated.
5. Applications for City funding support from UNI will only be accepted from the Vice President of Administration and Finance once annually. This process ensures that all UNI projects or programs seeking City financial aid have been approved by UNI management and prioritized.
6. All outside agencies seeking City financial support shall submit formal applications for review by a committee of staff members with recommendations forwarded to the Mayor and City Council; considerations for approval shall include timely reporting, performance, public benefit, funding options and service priority.
7. Escrow Fund Policies.
  - a. The City will escrow funds annually to pay accrued liabilities.
  - b. The City will address annually these commitments by budgeting and depositing in a restricted account funds to pay these liabilities when they occur.
  - c. The City will not un-fund liabilities in escrow accounts; these include severance, payroll, liability insurance, vehicle replacement, data processing, workmen's compensation, long-term disability and all pensions.
8. Continue to assess user fees for specific City services at rates approved by the Council.

9. Explore the use of State authorized tax levies for statutory services, if the General Fund experiences financial limitations.
10. The Cedar Falls Health Trust Fund shall only budget expenditure of interest income generated by the fund minus an interest income contribution into the fund's principal equal to the rate of inflation in health care. Principal should only be used in negotiating a development agreement for a new hospital or a health care provider.
11. Interest income generated from the 411 Pension reserve fund shall be used to pay the required City contribution to annual 411 expenses. No portion of the principal shall be used for operating purposes.
12. Road Use taxes shall only be deposited in the Street Construction fund with their use limited to street operations and maintenance purposes.
13. Consider adding General Fund financial support for annual maintenance expenses to better landscape public roadways.
14. Maintain capital and maintenance reserve accounts generated from user fees set aside to pay for future capital repairs or facility replacement of benefit to the users contributing (examples include the Recreation Center, Aquatic Center, Hearst Center, Beach House, Big Woods Campground and golf courses).
15. The CFU transfer made to the City in lieu of property taxes shall be deposited in the General Fund to off-set the cost of supplying City services. Transfer funds shall also be set aside in a capital account to finance various one-time capital projects.
16. Maintain liability, work compensation and health insurance reserves as required by law or policy to support the City's self-insurance programs.
17. Evaluate annually the ability of the Library Board to utilize Community Foundation Trust accounts to support select programs, operations and capital needs.
18. TIF-qualified SSMID funds collected from Downtown and College Hill SSMID District will be allocated to Community Main Street and College Hill Partnership rather than for City TIF debt payments.

**B. FY22 BUDGET CONTINGENCY POLICIES**

1. Prioritize all city services if budget reductions are required; this will allow for the most cost effective use of Federal Aid to pay eligible 'essential' service operating expenses as, if the operating expenses are not reoccurring or if more efficient staffing can be achieved.

2. Reduce City financial aid to outside agencies if funding shortfalls risk damaging the provision of essential services; annually notify agencies if funding reductions are anticipated for the next fiscal year.

### **C. FY22 CASH RESERVES POLICIES**

1. The City will maintain an unreserved balance at year-end at a level determined by Council to meet cash flow requirements, emergency needs, and bond rating criteria.

<b>Fund Type</b>	<b>Percent Minimum</b>	<b>Absolute Minimum</b>
General Fund	15-25% <sup>4</sup>	Not specified
Refuse Fund	20-30%	\$500,000
Sewer Fund	65-75%	\$1,500,000
Street Fund	20-30%	\$1,000,000
Storm Water Fund	10-20%	\$200,000
Emergency Fund <sup>5</sup>	N/A	\$1,500,000

### **D. FY22 REVENUES POLICIES**

1. *Description.* The revenue projection process starts with estimates submitted by the departments for their specific areas. Finance reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and Iowa League of Cities is utilized to project revenue trends and anticipated amounts.
2. *Approval.* Finance will use conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The Mayor and City Administrator will review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made.
3. Revenue Source Policies.
  - a. *Property Taxes.* The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.

<sup>4</sup> The City Council established Resolution 9054 that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level, allowing for the seasonal cash flows.

<sup>5</sup> This fund will be used to help cash flow repairs and staff costs should a catastrophic event occur. Council expressed a desire to bring this fund closer to \$2M in the next five years.

- b. *Debt Service Levy.* Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Cedar Falls Utilities.
- c. *Tort Liability Levy.* The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.
- d. *Employee Benefits Levy.* The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers. The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.
- e. *Emergency Management Levy.* Levy for all dispatch, 911 and emergency operation costs assigned to the City of Cedar Falls.
- f. *Transit Levy.* Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Transit levy tax revenues will be receipted into the General Fund.
- g. *Band Levy.* Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.
- h. *Library Levy.* Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.
- i. *Sales Tax.* The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund
- j. *Hotel/Motel Tax.* The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to parks, lakes, trails, and recreational/cultural facilities.
- k. *Fees and Charges.* The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.
- l. *Investments.* The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.

- m. *Intergovernmental Revenue.* Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.
- n. *Additional Revenue Sources.* The City will continue searching for additional revenues to maintain a balanced budget.

#### **E. FY22 EXPENDITURES POLICIES**

1. *Current Service Level:* Funding will be prioritized to maintain current levels of service.
2. *Cost Effective Programs:* Technology and capital investment programs will be leveraged to reduce operating expenses whenever cost-effective.
3. *Infrastructures and Equipment:* The City will maintain the scheduled level of maintenance and replacement for City infrastructure and equipment.
4. *Local Option Sales Tax:* 100% of LOST proceeds will be spent on street repair in accordance with the stipulations set by the voters and City Council resolution.<sup>6</sup>
5. *Reductions:* The City will attempt to avoid service reductions when balancing the budget. Consideration will be given first to alternatives which avoid employee layoffs, resist cuts in service, and establish user fees. Parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions will first be made in internal functions.

#### **F. FY22 LONG-TERM DEBT POLICIES.**

1. *Purpose of Debt:* Debt will be used to fund the design, inspection and construction of capital improvement projects, rather than for annual operating expenses.
2. *Debt Limit:* The total GO debt will not exceed 5% of total assessed real property value.
3. *Debt Issuance:* New debt issuance shall not exceed a replacement debt level. Existing debt should be refinanced to secure the lowest possible interest costs, whenever possible.
4. *Self-Financing:* Self-financing or cash (where allowed) will be used to fund one-time projects if excess cash reserves exist.

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<sup>6</sup> City Council Resolution 15,596 provides that, "Zero percent (0%) of said local sales and services tax is to be used for property tax relief. One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa during each fiscal year from said local sales and services tax is to be allocated for reconstruction, repair or replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa and not as replacement funds for the present funding levels, as authorized by the City Council of the City of Cedar Falls, Iowa.



**G. FY22 CAPITAL IMPROVEMENTS PROGRAM POLICIES.**

1. *Description.* The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program.
2. *Approvals.* The CIP is prepared by the Finance & Business Operations Department for review by the Department Directors, City Administrator, Mayor, and Planning and Zoning Commission; the CIP is then submitted to the City Council for approval.
3. The City will make all capital improvements in accordance with the adopted CIP. The City will develop and annually update a multi-year plan for capital improvements.
4. The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
5. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
6. The City will use intergovernmental assistance to finance only those capital improvements consistent with the CIP and City priorities and where operating and maintenance costs have been included in operating budget forecasts.
7. The City will maintain all assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
8. The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year in order to implement a maintenance and replacement schedule.
9. The City will not finance equipment or projects with a projected life span less than a bond's maturity through the sale of GO bonds.
10. The City will not finance ongoing operating expenses with GO or revenue bonds.
11. The CIP will incorporate the least costly financing method for all new projects.
12. The City will maintain a long-term financial plan to address inadequacies in "City managed" infrastructure in unserved areas of the City and progressively add them to the CIP when cost effective (if consistent with long-range growth plans).

13. The CIP will incorporate a debt management strategy emphasizing the protection of at least 25-30% of the City's debt capacity.
14. The City will develop a plan that addresses competing projects, priorities and timing to meet this objective jointly by soliciting input from the Planning and Zoning Commission to ensure that projects are timely, unduplicated and supportive of long-range plans.
15. The issuance of new debt shall not exceed a replacement debt level, which typically ranges from \$3.0 - \$4.0 million dollars every other year; CFU uses the City's bank qualified financing capacity in off bond sale years.
- a. In FY22, the City will budget for a \$3.0 - \$4 million dollar GO bond sale.
  - b. The City will use emergency reserve funds for projects identified in the CIP.
    - (1). The city will retain a balance of \$1.5-2 million for emergencies
16. The City will incorporate when timely, properly planned, safely engineered and financially feasible and design appropriate street and growth concepts in the planning and design of all capital projects.
17. The city will seek minimum private donation match of 25% of/for recreation & quality of life projects
18. FY22 Capital Improvements Program Approved Projects:
- a. General Obligation (GO) Bonds - \$11.30 Million Total
    - Cameras (\$.42 million)
    - Gateway Parking Lot (\$.20 million)
    - Hearst Center Expansion (\$.70 million)
    - Cedar River Recreation Improvements (\$.50 million)
    - Park & Rec Improvements (\$.05 million)
    - High School Pool (.70 million)
    - Entrance Signs (.04 million)
    - Bridge & Culvert Replacements (\$.37 million)
    - Infrastructure oversizing (\$.30 million)
    - Sidewalks/Trails (\$1.32 million)
    - Slope Repair (\$.38 million)
    - Storm Sewer Extension (\$.48 million)
    - Annual Street Repair Program (\$.36 million)
    - Cedar Heights Drive reconstruction (\$1.22 million)
    - Greenhill Road & South Main intersection improvements (\$1.34)
    - Main Street Reconstruction (\$1.65 million)

- Union Road Phase I (\$.48 million)
- West 1<sup>st</sup> Street (\$.15 million)
- West 22<sup>nd</sup> Street (\$.06 million)
- West 23<sup>rd</sup> Street (\$.05 million)
- West 27<sup>th</sup> Street (\$.10 million)
- Pedestrian Bridge Replacement (\$.08 million)
- Landscaping (\$.03 million)
- Fire bunker gear and SCBA (\$.02 million)
- Issuance expenses (\$.60 million)

b. Tax-Increment Financing (TIF)

- River Place Development
- 100 Block Lot Purchase
- Peter Melendy Park
- Main Street Alley
- Downtown Brick Replacement
- Downtown Streetscape
- Prairie Parkway & Viking Road
- Prairie Parkway Landscaping
- Hwy 58 and Greenhill Road Intersection
- US 58 Interchange
- Viking Road Reconstruction
- Industrial Park Expansion
- Gibson Property Development
- Ridgeway Avenue bridge replacement
- Ridgeway Avenue Reconstruction
- Hudson Road/Ridgeway intersection
- Comprehensive Plan & Zoning ordinance updates
- Entrepreneur incentives
- Land Acquisition
- Entrance signage
- Street and sewer infrastructure improvements
- Landscaping, alleys, brick replacement, wayfinding signage, parking, lot improvements, & utility improvements associated with streetscape improvements in Downtown and College Hill.

c. Road Use Taxes (Street Construction Fund)

- Street equipment
- Parking improvements
- Permeable Alley program

- Signalized intersection upgrades
- Traffic planning studies
- Bridges
- Annual Street Repair program
- Cedar Heights Drive
- Greenhill Road intersection improvements
- Main Street
- Prairie Parkway & Viking Road intersection improvements
- Union Road
- West 12<sup>th</sup>
- West 27<sup>th</sup>

d. Refuse Fund

- Refuse trucks
- Recycling site expansion
- Compaction equipment

e. Emergency Fund

- Cedar River recreational improvements ( \$1.0 million)
- Center Street improvements (\$.8 million)
- School Administration site (\$.7 million)

f. Sewer Fund

- Waste Water Treatment Plant
- Plant Digester Rehabilitation
- Nutrient Removal/Facility Plan
- 1<sup>st</sup> Stage Trickling Filters
- Slipline sewers
- I&I reduction
- Oak Park sewer replacement
- West 1<sup>st</sup> Street
- West 27<sup>th</sup> Street
- Sewer equipment
- Infrastructure oversizing
- Facility Master Plan Update
- Sewer collection study
- Lift station pump repairs
- Annual Street Repair program



# FY2022 City Council Goals, Work Program and Short-Term Financial Plan

## City of Cedar Falls, Iowa

**Mission:** Maintain and improve the safety and desirability of Cedar Falls through the efficient delivery of public services, and the ongoing practice of open communication among Council, Staff, Mayor, and Citizens.

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## Reports and Resources Cited in this Document

- a. Future Forward 2025 Community-Wide Strategic Plan (2020). [Link](#)
- b. City of Waterloo, Iowa Strategic Plan (2017). [Link](#)
- c. University of Northern Iowa Strategic Plan (2019). [Link](#)
- d. Cedar Falls Community Schools District Goals (2020). [Link](#)
- e. INRCOG/MPO Safe Routes to Schools Study (2011). [Link](#)
- f. Cedar Falls Utilities Strategic Plan (2020).
- g. Multi-Jurisdictional Hazard Mitigation Plan (2020). [Link](#)
- h. Performance-Based Pay (Merit Pay) Policy. [Link](#)
- i. Cedar Falls Code of Ordinances, 11-II (Minimum Rental Housing Code). [Link](#)
- j. City of Cedar Falls Comprehensive Plan (2012). [Link](#)
- k. City of Cedar Falls Economic Development Website. [Link](#)
- l. Grow Cedar Valley Strategic Plan (2019).
- m. Cedar Falls Visitors and Tourism Strategic Plan (2019). [Link](#)
- n. Cedar Falls Zoning Ordinance. [Link](#)
- o. College Hill Parking Study Final Report (2019). [Link](#)
- p. College Hill Urban Revitalization Plan (2012). [Link](#)
- q. Northern Cedar Falls Visioning Committee Report (2008). [Link](#)
- r. Downtown Parking Study Final Report (2019). [Link](#)
- s. Cedar Falls Public Library Strategic Plan (2020). [Link](#)
- t. Recreation & Fitness Center, Operations & Facilities Needs (2018). [Link](#)
- u. Northern Cedar Falls Development Master Plan (2011). [Link](#)
- v. Cedar Falls Parks Master Plan (1996). [Link](#)
- w. Cedar Falls Environmentally Sensitive Lands Survey (2007). [Link](#)
- x. Trail and Bus Bench Snow Removal Map. [Link](#)
- y. Comprehensive Pay Plan (2018). [Link](#)
- z. Tuition Assistance Program Policy [Link](#)
- aa. Employee Wellness Program Policy [Link](#)

## Abbreviations Used in this Document

- **28E** – A multiagency agreement filed under Iowa Code 28E.
- **CD** – Community Development
- **CHP** – College Hill Partnership
- **CDBG** – Community Development Block Grant
- **CFCSD** – Cedar Falls Community School District
- **CIP** – Capital Improvements Program
- **CJIS** – Criminal Justice Information System
- **CMS** – Community Main Street
- **CSO** – Community Service Officer
- **CFU** – Cedar Falls Utilities
- **DNR** – Iowa Department of Natural Resources
- **EPA** – U.S. Environmental Protection Agency
- **FBO** – Finance and Business Operations
- **FY** – Fiscal Year
- **GCV** – Grow Cedar Valley
- **GO** – General Obligation
- **IDOT** – Iowa Department of Transportation
- **INRCOG** -- Iowa Northland Regional Council of Governments
- **LOST** – Local Option Sales Tax
- **MET** – Metropolitan Transit Authority
- **MPO** – Metropolitan Planning Organization
- **POC** – Paid On Call
- **PSS** – Public Safety Services
- **PSO** – Public Safety Officer
- **PT** – Part-Time
- **PW** – Public Works
- **ROW** – Right of Way
- **RUT** – Road Use Taxes
- **SSMID** – Self-Supported Municipal Improvement District
- **TIF** – Tax Increment Financing
- **UNI** – University of Northern Iowa
- **WWTP** – Waste Water Treatment Plant

## **GOAL 1: DELIVER RESPONSIVE LOCAL GOVERNMENT**

Continue to provide a representative system, which identifies and anticipates concerns, problems, and opportunities which are effectively addressed with thoughtful and decisive governmental actions for the benefit of the citizens.

### **A. SUPPORTING COUNCIL POLICIES**

1. Set policies and guidelines, and provides broad direction to the City Administrator, who in turn formulates management decisions to provide efficient service offerings and operations.
2. As a policy-making body, interpret community needs and values and conveys them to City staff through consistent legislative and policy actions.
3. Continue to provide a forum for public input related to City actions through open public meetings, hearings, committees, commissions, task forces, local access cable television, and web-based media.
4. Encourage active public input into the City's various boards, commissions, task forces, and other advisory bodies.
5. Continually explore and evaluate improved methods of communication with citizens to informing them of City activities and accomplishments.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to hold annual meetings with CFU to discuss the impacts and strategies to deal with the on-going transfer of Utility funds in lieu of property taxes, franchise taxes, use of right-of-way, TIF reimbursement, and support of entrepreneurship.
2. Hold joint meetings with policy-making City boards such as the Library Board and the Planning & Zoning Commission.
3. Consider holding when timely, joint meetings with the Waterloo City Council, Black Hawk County Supervisors, CFCSD and UNI on matters of mutual interest.
4. Encourage the professional development of City Council members, city commissioners and board members through staff-facilitated work sessions, training sessions and innovative project presentations from other cities.
5. Expand on existing collaborations with the City of Waterloo, CFU, UNI, Black Hawk County, and other governmental bodies to provide high-quality public services at lower cost; examples include art & culture services, airport operations, public safety services,



transit systems, economic development coordination, emergency response, sewer infrastructure, and shared facilities / equipment.

6. Continue working with MET to explore public transportation options which meet the needs of Cedar Falls' public transit-dependent residents at an affordable cost to the city.
7. Continue to support the development of the five-year Community-Wide Strategic Plan [reference (a)] to help coordinate the long-term efforts of the City's many stakeholders.
8. Continue using the city's quarterly *Currents* newsletter, websites, cable television, social media and other technologies to provide relevant information about City services, activities, and schedules to residents.
9. Continue expanding the Communication Specialist role to facilitate increased communications with the public about all aspects of city government.
10. Create and maintain an online index of major city plans, policies, and documents for easy public reference.
11. Continue to work with the Iowa Department of Natural Resources (IDNR) to develop a plan and construction schedule to update the existing Wastewater Treatment Facility in order to meet the Nutrient removal requirements.

### **C. FY22 DETAILED OBJECTIVES**

#### **1. City of Waterloo Objectives.**

- a. Support Waterloo's goals as stated in its Strategic Plan, when in the best interest of Cedar Falls [reference (b)].
- b. Support the creation of a Regional Airport Authority, if initiated and supported by the City of Waterloo.
- c. Support continued discussions at the Police Chief and Fire Chief level with Waterloo to enhance mutual aid (28E) agreements for faster emergency response times and lower callback expenses for both cities.
- d. Support coordination with Waterloo directly and through INRCOG/MPO on common legislative goals.
- e. Continue to explore Waterloo's use of Cedar Falls' refuse transfer station.
- f. Support cooperative efforts to upgrade the County Consolidated Communications Center (911 dispatch) while exploring options to minimize costs assessed to Cedar Falls.

**2. University of Northern Iowa (UNI) Objectives.**

- a. Actively support UNI's goals as stated in its Strategic Plan [reference (c)].
- b. Continue to collaborate with UNI to address public safety, parking, College Hill neighborhood, equitable payment for City services, sharing of facilities and elimination of duplicated governmental services.
- c. Continue to explore the viability of shared service contracts with UNI for policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development and usage.
- d. Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land; this approach will allow City funds to be used for site development.
- e. Engage with Iowa Workforce Development and UNI to explore opportunities to retain recent UNI graduates in Cedar Falls.
- f. Continue to actively develop UNI student internship opportunities with the City to foster civic awareness and promote careers in public service.

**3. Cedar Falls Community School District (CFCSD) Objectives.**

- a. Continue to encourage the CFCSD to maintain an elementary school in northern Cedar Falls consistent with the 2008 Northern Cedar Falls Visioning Committee Report.
- b. Support CFCSD's goals as stated in its District Goals Plan [reference (d)].
- c. Assist CFCSD with infrastructure improvements that create parking areas, joint City/Schools playgrounds, and building expansion areas.
- d. Support improvements to parking and pedestrian traffic near public schools in accordance with the Safe Routes to Schools Study [reference (e)]; examples of such design are Orchard Hill Elementary, Southdale Elementary, and Lincoln Elementary.
- e. Coordinate with CFCSD on the completion of the new Cedar Falls High School; identify local, county and state facilities, programs and property which can minimize duplication of services.

**4. Cedar Falls Utilities (CFU) Objectives.**

- a. Actively support CFU's goals as stated in its annual Strategic Plan [reference (f)].

- b. Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for CFU projects completed in City TIF districts.<sup>1</sup>
- c. Support CFU in the implementation of water service programs, as CFU is the sole governmental entity authorized by code to provide these services.
  - (1) Implement public water special assessment programs (if requested by CFU) to install a public water system in un-serviced areas<sup>2</sup>, if requested and financially supported by a majority of benefited property owners.
  - (2) Use CDBG funding (if eligible) to pay for water service line connection for all residents who are income-eligible and property taxes to pay for fire hydrant installation; CFU will pay for all water line over-sizing and property owners will pay all other expenses, less any other funding sources.
- d. Continue to explore sustainability and resiliency initiatives jointly with CFU.

#### 5. **Diversity and Inclusion Objectives.**

- a. Continue active support for the Human Rights Commission's research, education and outreach efforts.
- b. Continue to support the Economic Inclusion efforts of Grow Cedar Valley and other area stakeholders.

#### 6. **Resiliency and Sustainability Objectives.**

- a. Continue to support the development of the Cedar Falls Resilience Plan to address environmental sustainability and resiliency concerns.
- b. Develop an Island Park Master Plan to address frequent damage / silting from Cedar River flooding.
- c. Continue to support conversion of city buildings to LED lighting, when cost-effective, to reduce the City's electricity demand.
- d. Continue to support the conversion of unused City property to native tallgrass prairie (when practical) to reduce storm water runoff, minimize lawn maintenance requirements, and provide habitat for wildlife and pollinators.
- e. Continue to support the conversion of select gravel alleys to permeable alleys (when

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<sup>1</sup> Reimbursement would be subject to CFU maintaining a fair and updated annual transfer that equitably compensates the City for return on investment from City ownership, property taxes, franchise fees and use of ROW.

<sup>2</sup> Examples include parts of northern Cedar Falls, Viking Place, Horseshoe Drive and some rural properties.

funds permit) to reduce gravel erosion and pollution from storm runoff.

## 7. **General Governance Objectives.**

- a. Continue support for ‘Mayor’s Updates’ to inform the City Council, Cedar Falls residents and stakeholders of the status of Council priorities, City projects, upcoming activities and key information.
- b. Continue to specify in council agenda memos and presentations how a project or topic fits into the City Council’s stated goals and priorities.
- c. Maintain a directory of governmental units, neighborhood groups, and other stakeholders the City Council would periodically like to meet with to discuss common interests.
- d. Maintain an online calendar of civic events of relevance to city elected officials, published with as much advance notice as possible to facilitate attendance.
- e. Hold city council work sessions on council meeting Mondays to discuss complex or potentially contentious matters, including:
  - (1) *Consideration of Part-Time Mayor and Related City Code Updates*
  - (2) *Council Committee Structure*
  - (3) *Island Park Improvements*
  - (4) *Downtown Policy Changes to Promote Business*
  - (5) *Resilience Plan – Final Report*

## **GOAL 2: ENSURE GOVERNMENT EFFICIENCY & EFFECTIVENESS**

Equitably deliver services in a cost effective, efficient, professional, and timely manner.

### **A. SUPPORTING COUNCIL POLICIES**

1. Carry out the Short-Term Financial Plan (Annex A).
2. Ensure that the community’s health, safety, and welfare are protected through the provision of essential cost-effective, efficient, professional, and timely public services.
3. Adopt a balanced budget reflecting the community's economic climate and needs.
4. Continue to monitor the impacts of the State of Iowa’s roll back of commercial/industrial taxable values without long-term guaranteed backfill funding.

5. Maintain a budget philosophy of self-sufficiency in all major funds.
6. Adopt a Capital Improvements Program annually which coordinates major capital expenditures and is responsive to property tax levies and the City's debt restrictions.
7. Maintain a stable property tax rate relative to the consumer price index.
8. Deposit funds in excess of annual operations expenses (including released TIF funds) in a capital reserve account for projects such as the repurposing of city hall, economic development, public land acquisition, redevelopment or other one-time expenses approved by the City Council.
9. Evaluate each newly proposed service to determine the cost, relative importance and value of each service, and to identify unnecessary duplication within City-sponsored programs.
10. Identify and implement cost-effective methods to save energy within City operations.

#### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to monitor the City's capacity to provide adequate maintenance of its growing infrastructure. Maintain a long-term maintenance plan, including a contingency plan to respond to reductions in maintenance funds if encountered in the long term.
2. Continue to dedicate future accumulating cash generated by mid-year budget reductions for one-time future expenses such as capital projects.
3. Continue to dedicate TIF release dollars generated by expired TIF areas to future economic development projects.
4. Continue to explore appropriate opportunities for privatization of city services.
5. Continue the annual street repair program using RUT and LOST revenues.
6. Ensure that essential services (public safety, parks, sewers, roads, refuse collection) are offered, while constantly exploring ways to increase efficiency in delivery.
7. Encourage civic involvement and volunteerism by citizens to reduce costs, including recycling, picking up leaves, moving cars to assist with efficient snowplowing, cleaning sidewalks, Friends of the Library, Friends of the Hearst Center, and Police Reservists.
8. Maintain the appropriate number of alternative staff in police and fire while improving services and reducing overtime costs by annually recruiting, if necessary new Police Reservists, volunteers, PSOs and POC staff.

9. Periodically conduct an evaluation of the costs and benefits of participation in the County Consolidated Communications Center and CJIS. Determine the fair share of costs that should be assigned to Cedar Falls while exploring a "county funded" system.
10. Maintain the Police Community Service Officer (CSO) program to help supervisory personnel with office duties, allowing supervisors to work closer with the public and provide direction in the field supervision of down-line employees.
11. Maintain staffing levels in all departments that reduce overtime by matching staffing levels to specific service demands as opposed to predetermined rigid standards.
12. Return City property to the tax base (when possible) to support revenue generation and economic development.
13. Negotiate collective bargaining contractual terms that allow the City to implement in the Public Works Department 4-day, 10-hour workweeks to increase efficiency of operations, as appropriate.

## **C. FY22 DETAILED OBJECTIVES**

### **1. General Cost Savings Objectives.**

- a. Evaluate cost-effective alternatives to keep City departments staffed and functional.
- b. Continue the review of open positions as they occur.
- c. Continue the practice of succession planning to identify talented internal candidates when a vacancy is expected to occur.
- d. Continue to promote cross-training programs and alternative employment practices for most effective use of city staff.
- e. Continue to explore the sharing of services with other jurisdictions.

### **2. Public Safety Objectives.**

- a. Continue to support and provide feedback on the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County [reference (g)] and other intergovernmental emergency response plans.
- b. Continue the City's PSO model, which hires Public Safety Officers for cross-training in law enforcement, firefighting, and rescue operations.
- c. Continue to review the staffing levels of the POC and Reserve programs to ensure the most efficient use of Public Safety funds and personnel.

- d. Actively solicit Public Safety Services Department employees to participate in the POC and PSO programs to increase their availability for service.
  - e. Expand the use of PSOs, part time staff, and POCs to adequately staff fire stations without adding full-time staff or overtime expenses.
  - f. Continue to explore the concept of a fee structure for public safety to recoup the City's cost to provide these services.
  - g. Continue using supervisor performance measurement tools to hold first line supervisors accountable for daily staffing decisions.
  - h. Ensure that weekends and holidays are fully-scheduled productive workdays for shift personnel.
  - i. Minimize fire shift overtime, using volunteers, PSOs, POCs, part-time staffing or other cross trained positions to reduce callbacks and staff scheduling expenses.
  - j. Use the Performance Based (Merit Based) Pay Policy [reference (h)] to reward supervisors who successfully respond to workload demands with decisions that adequately protect the safety of employees and the public while minimizing overtime and callback expenses.
  - k. Exercise management rights to schedule full staffing to avoid overtime expenses on days where known special public events will tax personnel resources.
  - l. Determine the most appropriate location for a new fire station as a result of the study.
  - m. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.
- 3. Code Enforcement Objectives.**
- a. Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the City's departments.
  - b. Continue the full-time Code Enforcement Officer position to enforce parking, property maintenance, snow removal, zoning, housing, building, and nuisance codes.
  - c. Enforce 48-hour parking laws in response to snow events, citizen complaints, habitual violations, and when public safety is compromised.

- d. Prioritize code enforcement on issues related to health & safety, property maintenance and over-crowding or over-occupancy.
  - e. Continue rental inspections on a 3-year cycle.
  - f. Expand building maintenance code inspections and enforcement city-wide, including in the College Hill area.
  - g. Continue to coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
  - h. Continue to evaluate the efficacy of the Landlord Accountability Ordinance [reference (i)] annually.
  - i. Implement traffic and parking controls based on public input meetings, test cases, sound engineering / best practices, and specific structural or safety limitations (street width, density, traffic flow and safety).
  - j. Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).
  - k. Enforce over-occupancy regulations.
  - l. Enforce parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
  - m. Employ traffic calming devices, when appropriate, to address neighborhood traffic concerns.
  - n. Consider ordinance changes recommended by the Single Family Conversion task force to limit the number of converted single family homes in neighborhoods.
4. **Fire Prevention and Suppression Programs Objectives.**
- a. Continue to assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
  - b. Continue annual smoke detector inspections in businesses and residences, recognizing that smoke detectors identify fire hazards at the earliest possible time.
  - c. Staff fire stations whenever possible with a combination of career, PSO, POC, PT, ambulance and volunteer staff to maintain readiness while reducing staffing costs.



- d. Encourage the Fire Chief to exercise management authority in implementing fire station staffing plans, and encourage the Battalion Chiefs to use management discretion in determining daily staffing levels using alternative staff.

**5. Yard Waste & Refuse Objectives.**

- a. Determine if yard waste collection programs should be altered or expanded based on the efficiency of material collection, customer satisfaction and general cost efficiency.
- b. Evaluate City-operated leaf vacuum collection rates to determine if they are set at levels that encourage property owners with small volumes of leaves to compost, mulch or utilize 'City' container disposal methods; ensure that the rate offers a cost-effective option for property owners who must dispose of large volumes of leaves.
- c. Evaluate how the expansion of the hours of operation for the yard waste drop off site has impacted revenues and expenditures.
- d. Continue the City's public relations program to encourage the environmentally safe disposal of yard waste.
- e. Continue to review refuse fees, when timely, to ensure that sufficient revenues exist to cover all collection costs.

**6. Stormwater and Wastewater Objectives.**

- a. Review sewer rental fees to ensure that sufficient revenue exists in the next several years to pay for EPA mandated treatment plant improvements and other sewer projects.
- b. Continue to review stormwater fees, when timely, to determine if sufficient fees exist to pay for projected storm water costs outlined in the CIP.

**7. General Legislative Objectives.**

- a. Continue using lobbyists to influence legislative action related to municipal issues.
  - (1) Continue to contract with a professional lobbyist to represent City interests to the State legislature.
  - (2) Continue membership in the Iowa League of Cities to lobby for all Iowa cities.
- b. Continue to oppose changes to TIF laws that would impair the use of TIF as an economic development tool.
- c. Continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.

- d. Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's revenue generation challenges, as well as the negative impact of legislation (including unfunded mandates, tax exempt and rollbacks).
- e. Continue pre- and post-legislative session meetings with area representatives to discuss topics of mutual interest.

## 8. State Legislative Objectives.

- a. *Introduction.* The November 2020 elections resulted in no changes in the political party that will control the Iowa House and Iowa Senate, along with the Governor's office; Republicans will maintain "trifecta" control of these three institutions for both the 2021 and 2022 legislative session.
- b. *Legislative Concerns.*
  - (1) Property Tax Backfill. Cedar Falls fully supports funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013. The economic downturn related to COVID-19 has put the state budget in a more challenging position, making funding for the backfill more of an issue in 2021 than 2020. Local governments will need to forcefully advocate to protect the continuance of this funding.
  - (2) Restrictions on the use of Tax Increment Financing (TIF) and Tax Credits. This issue did not gain traction in 2020, but risk for more discussion in 2021 of potential legislation to restrict how cities use TIF is certainly possible. Cedar Falls supports the continuation of TIF as the primary tool for communities to promote economic development.
  - (3) Restrictions on Local Control of Decision-making. Such legislation runs contrary to the intent of the Iowa Constitution's Home Rule Amendment. Examples include:
    - (a). Blocking cities from adopting ordinances to prohibit landlords from rejecting a tenant based solely on the tenant using a Section 8 voucher to pay for rent.
    - (b). Requiring a super-majority vote of the public body such as a city council in order to accept a bid for the sale of property that was not the highest bid (bill passed the legislature in 2020, but was vetoed by Governor Reynolds).
    - (c). Legislation prohibiting cities from paying ransomware demands.

(d). Prohibiting cities from providing funding for their municipal broadband telecommunications utility

(4) Other Concerns. Cedar Falls will continue to oppose any unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pensions, etc.) erosions of Home Rule Amendment<sup>3</sup> authority, and elimination of state tax credits used for economic development.

c. *Legislative Opportunities.*

(1) Housing. Cedar Falls supports state efforts to provide additional resources to communities for housing construction, including more state support of local housing trust funds and expansion of the Workforce Housing Tax Credits. An Economic Recovery Advisory Board was created in 2020 to make recommendations for helping Iowa recover from COVID-19. Part of their recommendations will include several to increase funding for workforce housing tax credits and the State Housing Trust Fund. Passage of these recommendations might provide an opportunity for the City of Cedar Falls to secure financial assistance for housing initiatives in the city.

(2) Water and Wastewater Infrastructure. Cedar Falls supports state efforts to provide additional funding sources and flexible policies related to water, wastewater, and storm water infrastructure; these changes are necessary to meet the demands of increasing environmental regulation of cities. Funding for local government water and wastewater infrastructure was included in the Governor’s proposal during the 2020 legislative session to raise the sales tax; it is unclear if the Governor will bring that proposal back again in 2021.

(3) University of Northern Iowa. During the 2020 legislative session, the City of Cedar Falls provided support for UNI’s legislative priorities, and would expect to do so again in 2021.

d. *Key Iowa Legislative Dates for 2021.*

January 11 (Monday)	First Day of Legislative Session
March 5 (Friday)	First Legislative Funnel deadline
April 1 (Thursday)	First Congressional and legislative reapportionment plan delivered to legislators

<sup>3</sup> The home rule amendments of the Iowa Constitution give cities and counties authority to determine their own local affairs and government in a manner which is not inconsistent with state statute, except that home rule power and authority does not extend to the authority to levy a tax without the express authorization of the General Assembly. See [https://www.legis.iowa.gov/DOCS/LSA/Legis\\_Guide/2009/LGLSL054.PDF](https://www.legis.iowa.gov/DOCS/LSA/Legis_Guide/2009/LGLSL054.PDF).

April 2 (Friday)	Second Legislative Funnel Deadline
April 15-20	Legislature must vote on first reapportionment plan
April 30 (Friday)	110 <sup>th</sup> day of legislative session – last day legislators receive per diem payments

## 9. Federal Legislative Objectives.

- a. Continue to request federal transportation funding support for major street projects.
- b. Request EPA funding for federally mandated treatment plant improvements.
- c. Support CFU in securing federal grants to increase regional electrical distribution capacity and development or access to redundant fiber trunk services into the greater metropolitan area.
- d. Seek changes in EPA/DNR Rules Interpretation to end improper interpretation of rules related to sewer discharges, particularly during periods of wet weather that can overload treatment plants and collection systems.
- e. Continue to be a party in the Iowa League of Cities lawsuit against EPA to seek judicial intervention on rule interpretation detrimental to Cedar Falls.

## **GOAL 3: PROMOTE ECONOMIC DEVELOPMENT**

Create an environment conducive to economic development.

### **A. SUPPORTING COUNCIL POLICIES**

1. Function as a catalyst to encourage business development and expansion in Cedar Falls.
2. Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Develop initiatives, when financially feasible, to support the economic development goals contained in the city's Comprehensive Plan [reference (j)].
2. Implement a long-term plan for the development of future TIF districts. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies.

3. Continue the systematic and strategic buyout of flood-prone properties to retain viable areas based on quality of infrastructure, elevation and contiguousness.
4. Prepare on a project-by-project basis an in-depth analysis of the long-term economic benefits vs. public investment/risk for each private/public cooperative economic development venture; the analysis must conclude that the long-term financial benefit derived by Cedar Falls taxpayers clearly out-weighs the risk of public financial assets.

### **C. FY22 DETAILED OBJECTIVES**

#### **1. General Economic Development Objectives.**

- a. Offer economic development incentives on par with other Iowa cities to remain competitive in the site selection process.
- b. Continue to support and develop the city's economic development website [reference (k)].
- c. Use TIF funds to acquire land for development into marketable industrial lots.
- d. Use TIF funds to provide cash incentives to developers and business owners when consistent with City economic development policies.
- e. Explore the establishment of a University Avenue Corridor TIF district.
- f. Review downtown incentives (following adoption of new zoning) to consider the increase in assessed value and to incentivize enhanced architectural design or public benefits.
- g. Provide property tax abatement (based on current schedules) for projects meeting adopted job creation and tax base growth criteria.
- h. Continue to allocate TIF funds for redevelopment projects on College Hill, in Downtown, and in northern Cedar Falls.
- i. Continue to dedicate funds for expanding economic development marketing efforts.

#### **2. Regional Economic Development Organization Objectives.**

- a. Continue regional economic development partnership with Grow Cedar Valley.
- b. Support Grow Cedar Valley's goals as stated in its Strategic Plan, when in the best interest of Cedar Falls [reference (l)].
- c. Monitor economic development agencies (CMS, CHP and GCV) to determine if the City's cash subsidies result in services of value to Cedar Falls citizens and businesses.

### 3. **Regional Tourism Objectives**

- a. Continue to maintain a dedicated Cedar Falls Visitors & Tourism Bureau.
- b. Actively support Visitors & Tourism Bureau goals as stated in its Strategic Plan [reference (m)].
- c. Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.

### 4. **Comprehensive Planning, Engineering and Building Objectives.**

- a. Develop a grading ordinance for all new and existing developments.
- b. Implement the City's Comprehensive Plan [reference (j)] with emphasis on:
  - (1) Design standards which protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
  - (2) Clear standards for growth, streets, street connectivity and walkability.
  - (3) Low-maintenance landscaping in the city right-of-way, when cost-effective.
  - (4) Trails and on-road accommodation of bicyclists, when possible.
  - (5) Traffic calming devices and design approaches to address neighborhood traffic concerns, when practical.

### 5. **Zoning Ordinance Economic Development Objectives.**

- a. Support the development of a comprehensive new Zoning Ordinance [reference (n)] to replace the Zoning Ordinance first adopted in 1970.
- b. Consider new zoning and traffic control regulations to better control density and parking problems by reducing the number of multiple family and duplex conversions.
- c. Consider changes to zoning regulations which would limit the conversion of single-family properties to rental uses, to protect neighborhood stability and character.
- d. Consider changes to zoning regulations, policies and land use plans to restrict development of non-profit uses on prime commercial sites along arterial streets.
- e. Consider developing a Zoning Ordinance (and Subdivision Ordinance) to accommodate features that encourage mixed uses, variable building setbacks, walkability, sustainability and complete street concepts.

- f. Consider developing, as a part of the new Zoning Ordinance, a new zoning map which includes pre-zoned areas.
- g. Support the pre-zoning of select properties for residential development and shorten the development timeline by identifying neighborhood concerns and responding with developmental limitations.
- h. Annex additional lands into the city (if requested by property owners) to support community growth and development consistent with the Comprehensive Plan [reference (j)].

**6. Affordable Housing Development Objectives.**

- a. Continue to seek ways in to provide affordable housing options to residents.
  - (1) Review City construction standards to identify possible changes which can promote the construction of affordable housing.
  - (2) Identify existing older homes which can provide a market to meet affordable housing demand.
  - (3) Target potential developers with Requests for Proposals for affordable housing development, if federal or state grants can be secured.
  - (4) Partner with Habitat for Humanity to build/rehabilitate homes on city-owned lots.
  - (5) Continue support for Federal Section 8 Housing Assistance programs to help low-income residents with the cost of rent in Cedar Falls, while continuing to monitor program cost-effectiveness.

**7. Commercial and Office Economic Development Objectives.**

- a. Support the private development of commercial (retail & wholesale), professional office and industrial expansions to improve the City's residential to commercial/industrial land use mix from an 80/20 assessed value split to a 50/50 assessed value split.
- b. Consider diagonal on-street parking within neighborhoods where structurally feasible and where parking deficiencies can be solved with this approach.
- c. Continue development of the city-owned properties along the relocated Highway 20 corridor and establish a new urban renewal area if appropriate.
- d. Study the future use, ownership and corporate jurisdiction of land along the Highway 20 corridor, including cooperative arrangements with the City of Hudson if petitioned by property owners for annexation.

**8. College Hill Economic Development Objectives.**

- a. Carry out the recommendations of the College Hill Parking Study [reference (o)].
- b. Continue to enact the College Hill Urban Revitalization Plan [reference (p)].

**9. Northern Cedar Falls Economic Development Objectives.**

- a. Continue to enact the recommendations of the Northern Cedar Falls Visioning Committee Report [reference (q)].
- b. Continue to support the development of commercial uses in the northeast corner of Lone Tree Road/Center Street and at the Lone Tree Road interchange.
- c. Continue to promote the development of commercial growth along Center Street through streetscaping and beautification efforts in the ROW.

**10. Downtown Economic Development Objectives.**

- a. Consider adopting an Urban Revitalization District in the Downtown area, following the adoption of new zoning ordinance.
- b. Carry out the recommendations of the Downtown Parking Study [reference (r)].

**11. Industrial Economic Development Objectives.**

- a. Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.
- b. Reserve TIF increment capacity to pay off debt incurred by the City/IDOT cooperative construction of the Viking Road/US 58 interchange.
- c. Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.

**12. MercyOne – Cedar Falls Hospital Economic Development Objectives.**

- a. Plan for site development using current Health Trust Fund monies.
- b. Organize a staff/council committee to determine options and best uses for the original Sartori Hospital site once a new hospital is constructed elsewhere.

**13. Flood Control, Storm Water, Sanitary Sewer and Water Improvement Objectives.**

- a. Complete priority wastewater treatment system improvements:



- (1) Increase sewer rental fees to cover costs of sewer infrastructure improvements.
- (2) Seek a judicial solution to EPA changes in rules interpretations or begin designing a treatment upgrade, prepare a financing plan, pre-set sewer rental rates and sell bonds to finance the project; seek federal grants to fund a portion of the project mandated by EPA, during the Cedar Valley Coalition visit to Washington D.C.

#### 14. **Street Improvement Objectives.**

- a. Develop cooperative agreements with the IDOT to improve the following streets using RUT, LOST, and GO bonds, if necessary:
  - (1) *Main Street Reconstruction* – Use LOST, RUT, Stormwater, and GO bonds to complete this project for construction 2022-2025.
  - (2) *Cedar Heights Drive* – Use MPO and State safety grants to help fund this project. The City’s match will come from LOST, RUT, and GO bonds for construction in 2020-2022.
  - (3) *West 27<sup>th</sup> Street Improvements* – Use LOST, RUT, and GO bonds to complete this project in FY2021-2022.
- b. Explore and establish agreements with developers to complete the connection of the following streets:
  - (1) Cyber Lane
  - (2) Ashworth Drive – Prairie Winds to Hudson Road
  - (3) Ashworth Drive – Connection to Arbor Drive
  - (4) Ironwood Drive – Connection to Greenhill Road
- c. Continue to develop the plans for the reconstruction of Union Road from 27<sup>th</sup> Street to University Avenue - Use LOST and RUT funds to complete this project in FY2024-2025, while also seeking federal funding sources.

## **GOAL 4: ENHANCE COMMUNITY QUALITY OF LIFE**

Preserve the community’s physical, human, and aesthetic assets by assuring that Quality of Life services are available for leisure, educational, cultural and personal enrichment of residents.

### **A. SUPPORTING COUNCIL POLICIES**

1. Actively support the development of cultural, educational, recreational, and natural

features, which make Cedar Falls distinctive.

2. Endorse planned community growth, which protects the unique, natural, and historic features of Cedar Falls.

## **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to review and evaluate the ways in which the City can enhance racial and cultural diversity and inclusion in Cedar Falls.

## **C. CY22 DETAILED OBJECTIVES**

1. Continue planning for Hearst Center expansion/relocation.
2. Actively support the Cedar Falls Public Library's goals as stated in its annual Strategic Plan [reference (s)].
3. Continue to use the Recreation & Fitness Center, Operations & Facilities Needs Assessment [reference (t)] to determine the viability of expansion.
4. Implement, when financially feasible, an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan [reference (u)].
5. Coordinate with CFCSD to purchase land for future parks in developing areas when possible.
6. Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
7. Update the Park Master Plan [reference (u)] to account for city growth, changing needs and desires of the public, and updating of equipment and facilities.
8. Continue to implement portions of the Park Master Plan [reference (v)] for the Big Woods Lake, Gateway Park and Cedar City sites.
  - a. Improve the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.
9. Develop an annual street right-of-way beautification, wayfinding signage, bike network signage, and city entrance signage & monument program using hotel/motel tax revenues.
10. Consider recommendations from City staff when alternative roadway designs are appropriate based on safety, roadway efficiency and financially feasible; typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.

11. Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey [reference (w)] as city finances allow.
12. Identify trails most appropriate for winter snow removal and inform the public via an annually-published Trail and Bus Bench Snow Removal Map [reference (x)].
13. Develop a Great American Rail Trail Connection Plan to identify possible improvements, wayfinding, and other amenities along the Cedar Falls portion of this cross-country route.
14. Continue collaboration with CFCSD on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.

## **GOAL 5: FOSTER ORGANIZATIONAL EXCELLENCE**

Select, train, motivate and retain highly qualified employees who represent the City in a professional manner.

### **A. SUPPORTING POLICIES**

1. Provide an employee wage and benefit schedule that is competitive with other municipalities in the state of Iowa and private enterprise in the metro area.
2. Maintain clear lines and methods of communication between policy makers and staff.
3. Treat employees with respect and expect that they, in turn, will treat citizens with respect.
4. Encourage and management and supervisory employees to be creative and innovative in the delivery of city services.
5. Promote continuous quality improvement in all city government operations.

### **B. LONG-TERM AND ONGOING OBJECTIVES**

1. Continue to monitor the ability to attract and retain quality staff.
2. Continue to support the Performance Based Pay (Merit Pay) Policy [reference (h)] to reward superior staff performance and encourage the retention of high performers.
3. Expand cross-training programs for employees to improve service without increasing staffing.
4. Seek methods to reduce employee health insurance costs by altering benefits, seeking greater financial contribution from employees and modify methods of employee health service delivery.

### **C. FY22 DETAILED OBJECTIVES**

1. Conduct a workforce climate assessment survey in FY22 to identify areas for improvement in human resources management.
2. Continue to evaluate whether to fill an opening or proposed newly created position.
3. Explore restructuring, merging, or eliminating unnecessary positions as they become vacant.
4. Develop and maintain maintaining multi-year staffing and succession plans.
5. Implement and maintain updates to the city's Comprehensive Pay Plan [reference (y)].
6. Continue to fund the City's tuition assistance program [reference (z)] for employees.
7. Encourage employees to use the City's wellness program [reference (aa)] and continue to offer incentives for participation.
8. Update the staffing plan to address employment attrition, retirements and the use of PT, PSOs, POCs, Police Reservists, volunteers or other cross-training programs to respond to long-term staffing needs.

## ANNEX A: FY2022 SHORT-TERM FINANCIAL PLAN

### A. FY22 BUDGET POLICIES

1. Limit tax increases to no more than the rate of inflation on residential properties for controllable costs.
2. City staff members are directed to certify the maximum amount of legally incurred TIF debt annually by December 1<sup>st</sup> for all completed City and CFU construction work within the TIF Districts to better position the City and CFU financially. Continue to transfer TIF release funds to economic development fund to cash-flow economic development projects.
3. Use State aid (including backfill if provided) only to fund one-time capital expenditures or non-reoccurring expenses, rather than for operating expenses.
4. Requests for aid from any group will only be considered once annually during the annual budget process. Mid-year requests will be deferred to the next fiscal year unless they are emergency in nature. Financial aid will only be provided if there is not financial hardship on City offered essential services and the services proposed are not duplicated.
5. Applications for City funding support from UNI will only be accepted from the Vice President of Administration and Finance once annually. This process ensures that all UNI projects or programs seeking City financial aid have been approved by UNI management and prioritized.
6. All outside agencies seeking City financial support shall submit formal applications for review by a committee of staff members with recommendations forwarded to the Mayor and City Council; considerations for approval shall include timely reporting, performance, public benefit, funding options and service priority.
7. Escrow Fund Policies.
  - a. The City will escrow funds annually to pay accrued liabilities.
  - b. The City will address annually these commitments by budgeting and depositing in a restricted account funds to pay these liabilities when they occur.
  - c. The City will not un-fund liabilities in escrow accounts; these include severance, payroll, liability insurance, vehicle replacement, data processing, workmen's compensation, long-term disability and all pensions.
8. Continue to assess user fees for specific City services at rates approved by the Council.

9. Explore the use of State authorized tax levies for statutory services, if the General Fund experiences financial limitations.
10. The Cedar Falls Health Trust Fund shall only budget expenditure of interest income generated by the fund minus an interest income contribution into the fund's principal equal to the rate of inflation in health care. Principal should only be used in negotiating a development agreement for a new hospital or a health care provider.
11. Interest income generated from the 411 Pension reserve fund shall be used to pay the required City contribution to annual 411 expenses. No portion of the principal shall be used for operating purposes.
12. Road Use taxes shall only be deposited in the Street Construction fund with their use limited to street operations and maintenance purposes.
13. Consider adding General Fund financial support for annual maintenance expenses to better landscape public roadways.
14. Maintain capital and maintenance reserve accounts generated from user fees set aside to pay for future capital repairs or facility replacement of benefit to the users contributing (examples include the Recreation Center, Aquatic Center, Hearst Center, Beach House, Big Woods Campground and golf courses).
15. The CFU transfer made to the City in lieu of property taxes shall be deposited in the General Fund to off-set the cost of supplying City services. Transfer funds shall also be set aside in a capital account to finance various one-time capital projects.
16. Maintain liability, work compensation and health insurance reserves as required by law or policy to support the City's self-insurance programs.
17. Evaluate annually the ability of the Library Board to utilize Community Foundation Trust accounts to support select programs, operations and capital needs.
18. TIF-qualified SSMID funds collected from Downtown and College Hill SSMID District will be allocated to Community Main Street and College Hill Partnership rather than for City TIF debt payments.

#### **B. FY22 BUDGET CONTINGENCY POLICIES**

1. Prioritize all city services if budget reductions are required; this will allow for the most cost effective use of Federal Aid to pay eligible 'essential' service operating expenses as, if the operating expenses are not reoccurring or if more efficient staffing can be achieved.

- 2. Reduce City financial aid to outside agencies if funding shortfalls risk damaging the provision of essential services; annually notify agencies if funding reductions are anticipated for the next fiscal year.

**C. FY22 CASH RESERVES POLICIES**

- 1. The City will maintain an unreserved balance at year-end at a level determined by Council to meet cash flow requirements, emergency needs, and bond rating criteria.

<b>Fund Type</b>	<b>Percent Minimum</b>	<b>Absolute Minimum</b>
General Fund	15-25% <sup>4</sup>	Not specified
Refuse Fund	20-30%	\$500,000
Sewer Fund	65-75%	\$1,500,000
Street Fund	20-30%	\$1,000,000
Storm Water Fund	10-20%	\$200,000
Emergency Fund <sup>5</sup>	N/A	\$1,500,000

**D. FY22 REVENUES POLICIES**

- 1. *Description.* The revenue projection process starts with estimates submitted by the departments for their specific areas. Finance reviews those estimates and makes informed judgments on all revenues City-wide. Prior year’s actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and Iowa League of Cities is utilized to project revenue trends and anticipated amounts.
- 2. *Approval.* Finance will use conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The Mayor and City Administrator will review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made.
- 3. Revenue Source Policies.
  - a. *Property Taxes.* The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.

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<sup>4</sup> The City Council established Resolution 9054 that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level, allowing for the seasonal cash flows.

<sup>5</sup> This fund will be used to help cash flow repairs and staff costs should a catastrophic event occur. Council expressed a desire to bring this fund closer to \$2M in the next five years.

- b. *Debt Service Levy.* Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Cedar Falls Utilities.
- c. *Tort Liability Levy.* The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.
- d. *Employee Benefits Levy.* The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers. The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.
- e. *Emergency Management Levy.* Levy for all dispatch, 911 and emergency operation costs assigned to the City of Cedar Falls.
- f. *Transit Levy.* Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Transit levy tax revenues will be receipted into the General Fund.
- g. *Band Levy.* Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.
- h. *Library Levy.* Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.
- i. *Sales Tax.* The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund
- j. *Hotel/Motel Tax.* The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to parks, lakes, trails, and recreational/cultural facilities.
- k. *Fees and Charges.* The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.
- l. *Investments.* The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.



- m. *Intergovernmental Revenue.* Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.
- n. *Additional Revenue Sources.* The City will continue searching for additional revenues to maintain a balanced budget.

#### **E. FY22 EXPENDITURES POLICIES**

1. *Current Service Level:* Funding will be prioritized to maintain current levels of service.
2. *Cost Effective Programs:* Technology and capital investment programs will be leveraged to reduce operating expenses whenever cost-effective.
3. *Infrastructures and Equipment:* The City will maintain the scheduled level of maintenance and replacement for City infrastructure and equipment.
4. *Local Option Sales Tax:* 100% of LOST proceeds will be spent on street repair in accordance with the stipulations set by the voters and City Council resolution.<sup>6</sup>
5. *Reductions:* The City will attempt to avoid service reductions when balancing the budget. Consideration will be given first to alternatives which avoid employee layoffs, resist cuts in service, and establish user fees. Parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions will first be made in internal functions.

#### **F. FY22 LONG-TERM DEBT POLICIES.**

1. *Purpose of Debt:* Debt will be used to fund the design, inspection and construction of capital improvement projects, rather than for annual operating expenses.
2. *Debt Limit:* The total GO debt will not exceed 5% of total assessed real property value.
3. *Debt Issuance:* New debt issuance shall not exceed a replacement debt level. Existing debt should be refinanced to secure the lowest possible interest costs, whenever possible.
4. *Self-Financing:* Self-financing or cash (where allowed) will be used to fund one-time projects if excess cash reserves exist.

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<sup>6</sup> City Council Resolution 15,596 provides that, "Zero percent (0%) of said local sales and services tax is to be used for property tax relief. One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa during each fiscal year from said local sales and services tax is to be allocated for reconstruction, repair or replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa and not as replacement funds for the present funding levels, as authorized by the City Council of the City of Cedar Falls, Iowa.

**G. FY22 CAPITAL IMPROVEMENTS PROGRAM POLICIES.**

1. *Description.* The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program.
2. *Approvals.* The CIP is prepared by the Finance & Business Operations Department for review by the Department Directors, City Administrator, Mayor, and Planning and Zoning Commission; the CIP is then submitted to the City Council for approval.
3. The City will make all capital improvements in accordance with the adopted CIP. The City will develop and annually update a multi-year plan for capital improvements.
4. The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
5. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
6. The City will use intergovernmental assistance to finance only those capital improvements consistent with the CIP and City priorities and where operating and maintenance costs have been included in operating budget forecasts.
7. The City will maintain all assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
8. The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year in order to implement a maintenance and replacement schedule.
9. The City will not finance equipment or projects with a projected life span less than a bond's maturity through the sale of GO bonds.
10. The City will not finance ongoing operating expenses with GO or revenue bonds.
11. The CIP will incorporate the least costly financing method for all new projects.
12. The City will maintain a long-term financial plan to address inadequacies in "City managed" infrastructure in unserved areas of the City and progressively add them to the CIP when cost effective (if consistent with long-range growth plans).

13. The CIP will incorporate a debt management strategy emphasizing the protection of at least 25-30% of the City's debt capacity.
14. The City will develop a plan that addresses competing projects, priorities and timing to meet this objective jointly by soliciting input from the Planning and Zoning Commission to ensure that projects are timely, unduplicated and supportive of long-range plans.
15. The issuance of new debt shall not exceed a replacement debt level, which typically ranges from \$3.0 - \$4.0 million dollars every other year; CFU uses the City's bank qualified financing capacity in off bond sale years.
  - a. In FY22, the City will budget for a \$3.0 - \$4 million dollar GO bond sale.
  - b. The City will use emergency reserve funds for projects identified in the CIP.
    - (1). The city will retain a balance of \$1.5-2 million for emergencies
16. The City will incorporate when timely, properly planned, safely engineered and financially feasible and design appropriate street and growth concepts in the planning and design of all capital projects.
17. The city will seek minimum private donation match of 25% of/for recreation & quality of life projects
18. FY22 Capital Improvements Program Approved Projects:
  - a. General Obligation (GO) Bonds - \$11.30 Million Total
    - Cameras (\$.42 million)
    - Gateway Parking Lot (\$.20 million)
    - Hearst Center Expansion (\$.70 million)
    - Cedar River Recreation Improvements (\$.50 million)
    - Park & Rec Improvements (\$.05 million)
    - High School Pool (.70 million)
    - Entrance Signs (.04 million)
    - Bridge & Culvert Replacements (\$.37 million)
    - Infrastructure oversizing (\$.30 million)
    - Sidewalks/Trails (\$1.32 million)
    - Slope Repair (\$.38 million)
    - Storm Sewer Extension (\$.48 million)
    - Annual Street Repair Program (\$.36 million)
    - Cedar Heights Drive reconstruction (\$1.22 million)
    - Greenhill Road & South Main intersection improvements (\$1.34)
    - Main Street Reconstruction (\$1.65 million)

- Union Road Phase I (\$.48 million)
- West 1<sup>st</sup> Street (\$.15 million)
- West 22<sup>nd</sup> Street (\$.06 million)
- West 23<sup>rd</sup> Street (\$.05 million)
- West 27<sup>th</sup> Street (\$.10 million)
- Pedestrian Bridge Replacement (\$.08 million)
- Landscaping (\$.03 million)
- Fire bunker gear and SCBA (\$.20 million)
- Issuance expenses (\$.60 million)

b. Tax-Increment Financing (TIF)

- River Place Development
- 100 Block Lot Purchase
- Peter Melendy Park
- Main Street Alley
- Downtown Brick Replacement
- Downtown Streetscape
- Prairie Parkway & Viking Road
- Prairie Parkway Landscaping
- Hwy 58 and Greenhill Road Intersection
- US 58 Interchange
- Viking Road Reconstruction
- Industrial Park Expansion
- Gibson Property Development
- Ridgeway Avenue bridge replacement
- Ridgeway Avenue Reconstruction
- Hudson Road/Ridgeway intersection
- Comprehensive Plan & Zoning ordinance updates
- Entrepreneur incentives
- Land Acquisition
- Entrance signage
- Street and sewer infrastructure improvements
- Landscaping, alleys, brick replacement, wayfinding signage, parking, lot improvements, & utility improvements associated with streetscape improvements in Downtown and College Hill.

c. Road Use Taxes (Street Construction Fund)

- Street equipment
- Parking improvements
- Permeable Alley program

- Signalized intersection upgrades
  - Traffic planning studies
  - Bridges
  - Annual Street Repair program
  - Cedar Heights Drive
  - Greenhill Road intersection improvements
  - Main Street
  - Prairie Parkway & Viking Road intersection improvements
  - Union Road
  - West 12<sup>th</sup>
  - West 27<sup>th</sup>
- d. Refuse Fund
- Refuse trucks
  - Recycling site expansion
  - Compaction equipment
- e. Emergency Fund
- Cedar River recreational improvements ( \$1.0 million)
  - Center Street improvements (\$.8 million)
  - School Administration site (\$.7 million)
- f. Sewer Fund
- Waste Water Treatment Plant
  - Plant Digester Rehabilitation
  - Nutrient Removal/Facility Plan
  - 1<sup>st</sup> Stage Trickling Filters
  - Slipline sewers
  - Inflow & Infiltration (I&I) reduction
  - Oak Park sewer replacement
  - West 1<sup>st</sup> Street
  - West 27<sup>th</sup> Street
  - Sewer equipment
  - Infrastructure oversizing
  - Facility Master Plan Update
  - Sewer collection study
  - Lift station pump repairs
  - Annual Street Repair program



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** January 26, 2021  
**SUBJECT:** Administrative Policy No. 7, City Council Meeting Procedures

Attached to this Memorandum please find proposed changes to Administrative Policy No. 7. These changes reflect previous discussion.

Rule 6 was modified to clarify how four members of Council may call a special meeting.

Rule 8 was modified to place Public Forum at the beginning of the agenda, after agenda revisions.

Otherwise the changes correct outdated references to the Code of Ordinances.

Please feel free to contact me if you have any questions.



# Administrative Policy No. 07

**Subject:** City Council Meeting Procedures

**Adopted:** 01/28/91 **Amended:** 04/2003; 10/2006; 12/2013, 09/15/2014, 10/06/2014, 03/07/2016, 03/06/2017, 04/03/2017, 04/16/2018, 2/1/2021

## Introduction:

Ordinance No. 566, adopted on March 25, 1927, establishes the rules of conduct for Cedar Falls City Council meetings and the passage of motions, resolutions and ordinances.

## Purpose:

This policy is intended to describe the steps necessary to comply with the rules of conduct described by ordinance.

## Procedure:

### Part I. General Provisions

Rule 1. Scope of rules. These rules shall govern the conduct of the council and shall be interpreted to insure fair and open deliberations and decision-making.

Rule 2. Applicability of Robert's Rules of Order. In all cases not provided for by the Cedar Falls code of Ordinances, or not specifically provided for in these rules, Robert's Rules of Order shall govern all points of order arising during a city council meeting, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent.

Rule 3. Matters not covered. Any matter of order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with the assistance and advice of the city attorney or his/her representative in conformity with the purpose of these rules in a fair and expeditious manner. The decision of the presiding officer may be reversed by a majority vote of the council.

Rule 4. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Cedar Falls.

## Part II. Time and Place of Meeting

Rule 5. Regular meetings. Regular meetings of the Cedar Falls City Council shall be held the first and third Monday of each month at 7:00 P.M. in the City Hall Council Chambers, except when Monday falls on a legal holiday, then the meeting shall be held at the regular hour on the next succeeding day not a holiday, provided, however, council may, by resolution, reschedule any regular meeting to another date and time, or may cancel a meeting. All hearings shall be scheduled for 7:00 P.M. the day of a regular meeting. ~~(Sec. 2-41 (a))~~ (Sec. 2-45(a))

Rule 6. Special meetings. Special meetings may be called by the mayor or by any four or more councilmembers. ~~To~~A call for a special meeting any four or more councilmembers may shall be separately filed a request with the city clerk. Such request shall include the agenda item(s) for the special meeting. The agenda for the special meeting shall specify the day, hour and subject of the meeting and shall be posted in City Hall and notice given to the media 24 hours in advance. ~~(Sec. 2-41 (b))~~(Sec. 2-45(b))

Rule 7. Quorum. A majority of all members elected to the City Council shall constitute a quorum for transaction of business. ~~(Sec. 2-42)~~ (Sec. 2-46)

## Part III. Agenda

Rule 8. Preparation of agenda. Prior to each council meeting the city clerk shall prepare an agenda that contains all items the council anticipates acting upon at the meeting. The order of business shall be as follows:

- a) Approval of Minutes.
- ~~b)~~ b) Agenda Revisions.
- ~~b)c)~~ c) Public Forum.
- ~~e)d)~~ d) Special Presentations, if necessary.
- ~~d)e)~~ e) Special Order of Business, primarily public hearings and related actions.
- ~~e)f)~~ f) Old Business.
- ~~f)g)~~ g) New Business:
  - 1) Consent Calendar.
  - 2) Resolution Calendar.
  - 3) New ordinances that do not require public hearings.
- ~~g)h)~~ h) Bills and Payroll.
- ~~h)i)~~ i) City Council Referrals.
- ~~i)j)~~ j) City Council Updates.
- ~~j)k)~~ k) Executive Session, if necessary.
- ~~k)l)~~ l) Public Forum.
- ~~l)m)~~ m) Adjournment.

Rule 9. Consent Agenda. In preparing an agenda, the city clerk shall separately designate items as Consent Calendar or Resolution Calendar, which may be acted



upon by the council under Rule 61. These items shall consist of routine non-controversial items that in the city clerk's determination can be appropriately considered in bulk at the council meeting or a listing of resolutions which are subject to council action on that date.

Rule 10. Hearings and Special Order of Business. The city clerk shall prepare as a separate portion of the agenda a schedule of hearings and special presentations or items of business.

Rule 11. Agenda deadline. Any member of the council, the city administrator, city attorney, city clerk, or departmental director, with the mayor's approval, may have an item included upon the agenda by requesting the city clerk to include the item by noon on the Thursday preceding the council meeting. Agendas will be available to the public at 4:00 P.M. on the Friday preceding the council meeting. Council packets will be assembled and distributed to councilmembers, department directors, mayor, city administrator, city attorney and official newspaper by 5:00 P.M. on the Friday preceding the council meeting, and the public may request copies of materials related to council items on the Monday of the council meeting during normal office hours unless otherwise prescribed by public notice.

Rule 12. Extra items. Items requested or filed after noon on the Thursday preceding a council meeting shall not be included upon the agenda unless the mayor shall deem the item of sufficient urgency to warrant immediate council action.

Rule 13. Sponsor required. The city clerk shall not place upon the agenda any matter for reconsideration unless sponsored by the mayor, a councilmember who voted on the originally prevailing side or a council member who was absent at the time of the original action (Rules 40, 52 and 53 also address motions to reconsider). The renewal of a previous motion that is still applicable shall be placed upon the agenda of a subsequent council meeting upon the sponsorship of any member of the council.

Rule 14. Mayor withdrawal of items. The mayor may withdraw any item prior to the council meeting, but in withdrawing the item shall state to the council the reason therefore. An item withdrawn by the mayor may nonetheless, in the discretion of the council, be acted upon in its regular order.

Rule 15. Council action to defer, continue or not act. A member of the council may not withdraw any item prior to the start of council meetings, provided however, a council member wishing council to defer action or continue an item has a right to have a motion to continue, defer or not act on any item considered before any other action which council may consider.

Rule 16. Public agenda requests. Someone from the public may request to have an item placed on the agenda by filing such request in writing with the mayor prior to noon on the Thursday preceding the regular council meeting. The mayor may either grant the request by placing it on the next agenda or deny the request for stated

reasons, conveyed to the requester. Anyone may utilize the Public Forum portion of the meeting agenda to raise any issue not on the formal agenda, which issue shall then be governed by the rules set forth in Part X.

Any visual aids that a speaker desires to have displayed during City Council or Committee meetings must be submitted to the City Clerk by 10:00 a.m. on the day of the Council meeting for Mayor review and approval.

#### Part IV. Conduct of Meetings.

Rule 17. Roll call. Before proceeding with the business of the council, the city clerk shall call the roll call of councilmembers present and enter those names in the minutes. The city clerk shall determine the presence of a quorum as required by law and these rules.

Rule 18. Call to order. The mayor or mayor pro tem shall call the meeting to order at the appointed hour. In the absence of the mayor or mayor pro tem, the city clerk shall call the meeting to order and a temporary presiding officer shall then be selected under Rule 19.

Rule 19. Presiding officer. The mayor, or in the mayor's absence or incapacity the mayor pro tem, shall be the presiding officer at all council meetings. If both the mayor and mayor pro tem are absent, the most senior council member present shall preside. In the event two or more members equally possess the greatest seniority, then the eldest person among them shall preside.

Rule 20. Control of discussion. The presiding officer shall control discussion of the council on each agenda item to assure full participation in accordance with these rules.

Rule 21. Mayor to decide question of priority of business. A question relating to the priority of business shall be decided by the mayor without debate. (~~Sec. 2-82~~) (~~Sec. 2-104~~)

Rule 22. Order required when question is being put. While the mayor is putting the question, no one shall walk across or out of the council room. (~~Sec. 2-83~~) (~~Sec. 2-105~~)

Rule 23. Speaking on questions restricted. No councilmember shall speak more than twice on one question before the council without leave of the council, nor more than once in any case until every member choosing to speak shall have spoken. (~~Sec. 2-84~~) (~~Sec. 2-106~~)

Rule 24. Mayor to recognize speaker. When two or more councilmembers rise

at once to speak at a council meeting, the mayor shall name the member who is to speak. ~~(Sec. 2-86)~~ [\(Sec. 2-108\)](#)

Rule 25. Calling member to order; appeal. A member of the council called to order while speaking at a council meeting shall immediately cease speaking unless permitted to explain. If there is no appeal, the decision of the chair shall be conclusive, but if the member appeals the decision of the chair, the council shall decide the question without debate. ~~(Sec. 2-87)~~ [\(Sec. 2-109\)](#)

Rule 26. Order required while others are speaking. While a member is speaking, no member shall hold any private discourse. ~~(Sec. 2-88)~~ [\(Sec. 2-110\)](#)

Rule 27. Motions to be seconded; when to be written. No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the mayor before debate and every motion shall be reduced to writing if required by the mayor or any councilmember. ~~(Sec. 2-89)~~ [\(Sec. 2-111\)](#)

Rule 28. Gaining the floor. Every councilmember, previous to speaking, shall address the mayor, and say, "Mr./Madam Mayor," and shall not proceed with remarks until recognized and named by the chair. ~~(Sec. 2-85)~~ [\(Sec. 2-107\)](#)

Rule 29. Order of consideration of agenda. Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 61 or Rule 62.

Rule 30. Discussion. A councilmember shall speak only after being recognized by the presiding officer. A councilmember recognized for a specific purpose shall limit remarks to that purpose. A councilmember, after being recognized, shall not be interrupted except by the presiding officer to enforce these rules.

Rule 31. Presiding officer's right to enter into discussion. The mayor (or other presiding officer) may enter into any discussion.

Rule 32. Limit on remarks. Each councilmember shall limit his or her remarks to a reasonable length.

Rule 33. Presiding officer's right to speak last. The presiding officer has the right

to close debate and speak last on any item.

Rule 34. Closing debate. Discussion, including public participation, shall be closed on any item by the presiding officer with the concurrence of a majority of the council. Except as provided by Rule 46, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.

#### Part V. Public Participation

Rule 35. Public's right to address council. Persons other than councilmembers shall be permitted to address the council only upon items listed on the agenda, unless excluded under Part X.

Rule 36. Manner of addressing council. A person desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and group affiliation (if any) and speak clearly into the microphone.

Rule 37. Time limit on speaker remarks. Speakers shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration can be limited to a fixed period by the presiding officer. A majority vote of the council may extend the time limitations of this rule.

Rule 38. Remarks of speaker to be germane. Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Speakers making comments that could be construed to be a personalized attack, impertinent or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the meeting.

#### Part VI. Council Action

Rule 39. Motion required. All action requiring a vote shall be moved by a member of the council.

Rule 40. Motion to reconsider. A motion to reconsider must be made by a council member who was on the prevailing side in the original action or by a councilmember absent at the time of the original action.

Rule 41. Rule 40 of these Rules notwithstanding, when less than seven members of the council are in attendance at a meeting and an agenda item fails to receive a majority of affirmative or negative votes of those in attendance, then the agenda item shall, upon the request of any councilmember in attendance at the

meeting, be placed by the city clerk on the agenda for the next council meeting, and continued thereafter upon the agenda for subsequent meetings until it shall receive a majority of affirmative or negative votes of those in attendance. In the event an item continued under this rule is consideration of an ordinance, the ordinance shall not be considered to have been read or considered for its first or any subsequent passage unless it shall receive four affirmative votes.

Rule 42. Majority vote required for adoption. No resolution or ordinance shall be adopted without a concurrence of a majority of all of the members of the council by call of the ayes and nays that shall be recorded. Passage of a motion requires a majority vote of a quorum of the council. As used in this section, "all of the members of the council" refers to all of the seats of the council including a vacant seat and a seat where the member is absent, but does not include a seat where the councilmember declines to vote by reason of a conflict of interest. (Sec. 2-107)  
([Sec. 2-128](#))

Rule 43. Preferential motions.

a) When a question is under debate the only motions in order shall be:

- |         |                              |
|---------|------------------------------|
| First   | To adjourn.                  |
| Second  | The previous question.       |
| Third   | To lay on the table.         |
| Fourth  | To postpone indefinitely.    |
| Fifth   | To adjourn to a certain day. |
| Sixth   | To refer.                    |
| Seventh | To amend.                    |

b) Such motions shall be given precedence in the order herein arranged, the first three (3) to be decided without debate. (~~Sec. 2-94~~) ([Sec. 2-116](#))

Rule 44. When motion to adjourn is in order. A motion to adjourn the council shall be in order except:

- a) When a member is in possession of the floor.
- b) While the members are voting.
- c) When adjournment was the last preceding motion.
- d) When it is decided that the previous question shall be taken. (~~Sec. 2-95~~)  
([Sec. 2-117\(a\)](#))

Rule 45. Amendment, debate of motions to adjourn. A motion to adjourn simply cannot be amended, but a motion to adjourn to a given time may be and is open to debate. (~~Sec. 2-95~~) ([Sec. 2-117\(b\)](#))

Rule 46. Putting the previous question; call for vote. When a council member desires to make a motion to cease debate and to proceed to a vote on the pending

question, the member shall make a motion as follows: "Shall the main question be now put?" If this is carried, all proposed amendments and all further motions, debates and public participation shall be excluded, and the question put without delay. This motion requires a two-thirds vote of the council members present for its adoption. (~~Sec. 2-96~~) ([Sec. 2-118](#))

Rule 47. Debate of motions to table, amendment. A motion to lay a question on the table simply is not debatable, but a motion to lay on the table and publish, or with any other condition, is subject to amendment and debate. (~~Sec. 2-97~~) ([Sec. 2-119](#))

Rule 48. Indefinite postponement of motions. When a motion is postponed indefinitely, it shall not be taken up again during the same meeting. (~~Sec. 2-98~~) ([Sec. 2-120](#))

Rule 49. Precedence of motions to refer to committee. A motion to refer to a standing committee shall take precedence over a similar motion for a special committee. (~~Sec. 2-99~~) ([Sec. 2-121](#))

Rule 50. Motions to amend.

a) A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be entertained. (~~Sec. 2-100 (a)~~) ([Sec. 2-122](#))

b) An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order. (~~Sec. 2-100 (b)~~) ([Sec. 2-122](#))

Rule 51. Motions to strike and insert. On a motion to strike out and insert, the paragraph to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the paragraph as it would stand if so amended. (~~Sec. 2-101~~) ([Sec. 2-123](#))

Rule 52. When motion may be reconsidered; renewal of motion. A motion may be reconsidered at any time during the same meeting at which the motion was made, or at the first meeting held thereafter. A motion for reconsideration, being once made and decided in the negative, shall not be renewed before the next meeting. (~~Sec. 2-102 (a)~~) ([Sec. 2-124 \(a\)](#))

Rule 53. Who may move to reconsider. A motion to reconsider must be made and seconded by the members who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered. (~~Sec. 2-102 (b)~~) ([Sec. 2-124 \(b\)](#))

Rule 54. Withdrawal of motions. After a motion or resolution is stated by the mayor, it shall be deemed to be in the possession of the council, but may be withdrawn at any time before decision, but if any amendment has been proposed or adopted, it shall be withdrawn without the consent of the mover of such amendment. (~~Sec. 2-91~~) ([Sec. 2-113](#))

Rule 55. Duty to vote; conflict of interest. Each councilmember who is present when a question is stated from the chair of the council shall vote thereon unless he/she is directly interested in the question, in which case he/she shall not vote. In case any member refuses to vote when not excused, his/her vote shall be recorded in the negative. ~~(Sec. 2-93)~~ [\(Sec. 2-115\)](#)

Rule 56. Applicability of Robert's Rules of Order. In all cases not herein provided for, Robert's Rules of Order shall govern all points of order arising not governed by these rules, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent. ~~(Sec. 2-108)~~ [\(Sec. 2-129\)](#)

Rule 57. Consent required to suspend, amend rules. The foregoing rules may be temporarily suspended by consent of three-fourths of the councilmembers present, but shall not be repealed, altered or amended unless by concurrence of two-thirds of all the councilmembers elected. ~~(Sec. 2-109)~~ [\(Sec. 2-130\)](#)

Rule 58. No motions by presiding officer. If the presiding officer is a councilmember, they shall not make a motion.

Rule 59. Division of question containing distinct propositions. If a question in debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division. ~~(Sec. 2-92)~~ [\(Sec. 2-114\)](#)

Rule 60. Separate consideration. Except as otherwise allowed by these rules, each agenda item shall be voted upon separately and shall be recorded by the city clerk.

Rule 61. Action on Consent Agenda. Except as herein provided, the Consent Agenda comprised of the Consent and Resolution Calendars shall be considered in bulk and voted upon in single motion or resolution. Each councilmember shall advise the presiding officer of any matter on the Consent Agenda upon which he/she wishes to speak or to vote no. At the time of consideration of the Consent Agenda, the presiding officer shall announce the items upon which councilmembers have indicated they wish to speak or vote no; items upon which any councilmember wishes to speak shall be considered separately and not as a portion of any motion calling for action upon the remainder of the Consent Agenda. The city clerk, on all matters contained in the Resolution Calendar shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately. Rule 29 shall not apply here.

Rule 62. Action on multiple items. With the consent of a majority of the council, Rule 60 hereof notwithstanding, the council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the city clerk noting specific yes or no votes of each councilmember on each item.

Rule 63. Consideration out of order. With the consent of the council, any agenda item may be considered out of order at the request of a councilmember.

Rule 64. Recording names of moving members. The city clerk shall record the name of the councilmember making each motion. (~~Sec. 2-90~~) ([Sec. 2-112](#))

Rule 65. Consideration of matters not on agenda. Except as to matters that by law require the publication of notice before consideration by the council, any member of the council may, at the close of the regular agenda, bring a matter not on the agenda to the council's attention. Council may act upon such matter only if it does not conflict with the Iowa Open Meetings Law or may direct such matter be included upon a later agenda.

#### Part VII. Miscellaneous

Rule 66. Motions. At any appropriate place on the agenda, any member of the council may make a motion for the council to act upon any matter if the motion is germane to the matter under consideration.

Rule 67. Applicability of rules. These rules shall apply to the council when meeting in any form.

Rule 68. Hearings. Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the council.

Rule 69. Informal requests. A member of the council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the mayor, city administrator, city attorney, city clerk or any departmental director.

#### Part VIII. Committee Structure

Rule 70. Appointment of committees; standing committees enumerated. All standing committees shall be appointed by the mayor and all special committees shall be appointed by the mayor unless specifically directed by the council. All standing committees of the council shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chair of such committee. ([Sec. 2-68](#))

The following shall be the standing committees:

- a) Administration.
- b) Committee of the Whole.



Except for matters which the Cedar Falls Code of Ordinances, or the express provisions of these rules, specifically direct be submitted to the Administration Committee, or except as otherwise directed by the council, it is the desire and intent of the council that all matters which are referred, or which are to be referred, to a committee of the council, shall be referred to the council's Committee of the Whole.

Rule 71. Number of committee members.

The standing committees of the council shall consist of all seven members, with the Mayor serving as non-voting chair of the committee of the whole. All special committees shall consist of five members each, unless some other number is specified.

~~(Sec. 2-62)~~, ~~(Sec. 2-69)~~

Rule 72. Procedure for committees to report. Standing and special committees of the council to whom references are made, in all cases, shall report in writing the state of facts, with their opinion, which opinion shall be summed up in the form of an order, resolution or recommendation, unless otherwise ordered by the council. ~~(Sec. 2-64)~~

~~(Sec. 2-71)~~

Rule 73. City clerk to forward papers to committees employed. The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the reference shall have been made. ~~(Sec. 2-63)~~, ~~(Sec. 2-70)~~

Rule 74. Acceptance of final report discharges special committees. On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered. ~~(Sec. 2-65)~~, ~~(Sec. 2-72)~~

~~(Sec. 2-72)~~

### Part IX. Ordinance Adoption

Rule 75. Ordinances to be presented in writing. All ordinances shall be presented in writing before being considered by the council. ~~(Sec. 2-103)~~, ~~(Sec. 2-125)~~

Rule 76. Consideration and passage of ordinances. Ordinances must be considered and voted upon for passage at three separate council meetings, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council. ~~(Sec. 2-104)~~, ~~(Sec. 2-126)~~

Rule 77. Procedure for passage of ordinances. The following procedure shall be followed by the council in the passage of all ordinances:

- a) A motion to pass the ordinance upon its first consideration or a motion to suspend the rules requiring ordinances to be considered at three (3) separate council meetings.
- b) In the event the ordinance is passed upon its first consideration, the ordinance shall be given the second and third considerations either in

adjourned meetings of the meeting of its passage on first reading, or at some following special or regular meetings of the council.

- c) In the event that a motion to suspend the rules has passed, a motion shall be made to adopt the ordinance upon its third and final consideration.
- d) Upon the passage of the third and final consideration of the ordinance, the mayor shall declare the ordinance duly passed and adopted.

Rule 78. Contents of amendments to ordinances. An amendment to an ordinance must specifically repeal the ordinance, or the section, subsection, paragraph, or subpart to be amended, and must set forth the ordinance, section, subsection, paragraph, or subpart as amended. (~~Sec. 2-105~~) ([Sec. 2-127](#))

### Part X. Public Participation Procedures

The City of Cedar Falls encourages the attendance and participation of the public at its meetings. Public participation is permitted through the four following areas:

- 1) Anyone may address the council during the Public Forum segment of the agenda regarding any issue not on the agenda that is an issue exclusively related to City operations or business. No formal action on the subject presented by the speaker may be taken by the council, other than a referral to City staff or a council committee or placement on an upcoming council agenda, as restricted by State statute. Public Forum is not to be used as a platform for individuals running for elected office at any governmental level.
- 2) A speaker may address the council on any public hearing item specifically listed on the council agenda during that portion of the public hearing when the presiding officer is soliciting public input.
- 3) A speaker may address the council on any item listed under Old or New Business or under the Consent or Resolution Calendars of the council agenda.
- 4) Anyone may request an item be placed on the council agenda by filing such a request in writing with the mayor prior to noon on the Thursday preceding a regularly scheduled council meeting. The request shall then be processed in accordance with Rule 16 of the adopted City Council Meeting Procedures.

However, to avoid violating adopted personnel policies, Iowa law, and Iowa collective bargaining laws, employees and collective bargaining groups will not be recognized to speak about employment related issues during City Council meetings. Employees and collective bargaining groups should utilize the processes specifically defined and granted by Iowa Code and adopted City personnel policies.

Public participation through any of the four areas described above shall be in compliance with the following rules:

- 1) Anyone desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and

- group affiliation, if applicable, the item of city council business to which the person desires to speak, and speak clearly into the microphone.
- 2) Each speaker shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration may be limited to a fixed period of time by the presiding officer. A majority vote of the council may extend the time limitations imposed by this rule.
  - 3) Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Any speaker making comments that could be construed to be a personalized attack, impertinent, or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the council meeting.
  - 4) No issue raised by a speaker under the rules of this Part X shall be debated by the City Council.

(Previously #91-0001)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Daniels, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** December 30, 2020  
**SUBJECT:** Property Assessments

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

Rickie L. Cox  
412 N. Ellen Street  
Cedar Falls, IA 50613

197.79 October 2020  
0.00 2020 (fees)  
\$197.79 Total owed

Property address: 412 N. Ellen St., CF  
Parcel #8914-11-201-007

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

RICKIE L. COX

---

TO THE ABOVE-NAMED PERSON(S):	Rickie L. Cox
PROPERTY DESCRIPTION:	412 N. Ellen Street, Cedar Falls, Iowa 50613 Black Hawk County Parcel #8914-11-201-007
LEGAL DESCRIPTION OF PROPERTY:	Oak Hill Addition, S 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 412 N. Ellen Street that was subject to nuisance abatement pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **February 1, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

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

Enclosures.

**Exhibit "A"**

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

---

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA IN MOWING THE PROPERTY LOCATED AT 412 N. ELLEN STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-201-007

WHEREAS, it was determined that the property located at 412 N. Ellen Street, being legally described as Oak Hill Addition, S. 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-201-007, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 412 N. Ellen Street (Parcel ID 8914-11-201-007) to be mowed, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$197.79, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Oak Hill Addition, S. 82.5 feet of Lot 21, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-201-007

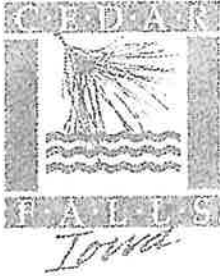
BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the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

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2021.

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

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

December 2, 2020

Rickie Cox  
412 N. Ellen Street  
Cedar Falls, IA 50613

Dear Rickie Cox,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 10/9/20 for \$197.79, as well as late fees of \$0.00 for a total amount due of \$197.79. **If no payment is received by December 16, 2020 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 17.

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

(319) 273-8600

TO: RICKIE L. COX  
412 N. ELLEN STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 36912  
DATE: 10/14/20

CUSTOMER NO: 4811/4811

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 10/09/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16495 CODE ENFORCEMENT	197.79	197.79
			\$161.50
			\$36.29

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

TOTAL DUE: \$197.79

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/14/20 DUE DATE: 11/13/20  
CUSTOMER NO: 4811/4811

NAME: COX, RICKIE L.  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36912  
TERMS: NET 30 DAYS

AMOUNT: \$197.79





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 9/28/2020 Case # 20-0510-GRSS
PROPERTY RESIDENT: Rickie L Cox
PROPERTY ADDRESS: 412 N Ellen St
Property Owner Name: Rickie L Cox
Property Owner Address: 412 N Ellen St
Cedar Falls, IA 50613

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

OAK HILL ADDITION S 82.5 FT LOT 21

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 10/5/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: Sec. 17-246. - Noxious weeds prohibited; exceptions. (a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following: (1) Those defined in Iowa Code § 317.1A; (2) Grass and weeds exceeding eight inches in height; (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

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

OUR CITIZENS ARE OUR PRIORITY

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

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long, sweeping underline.

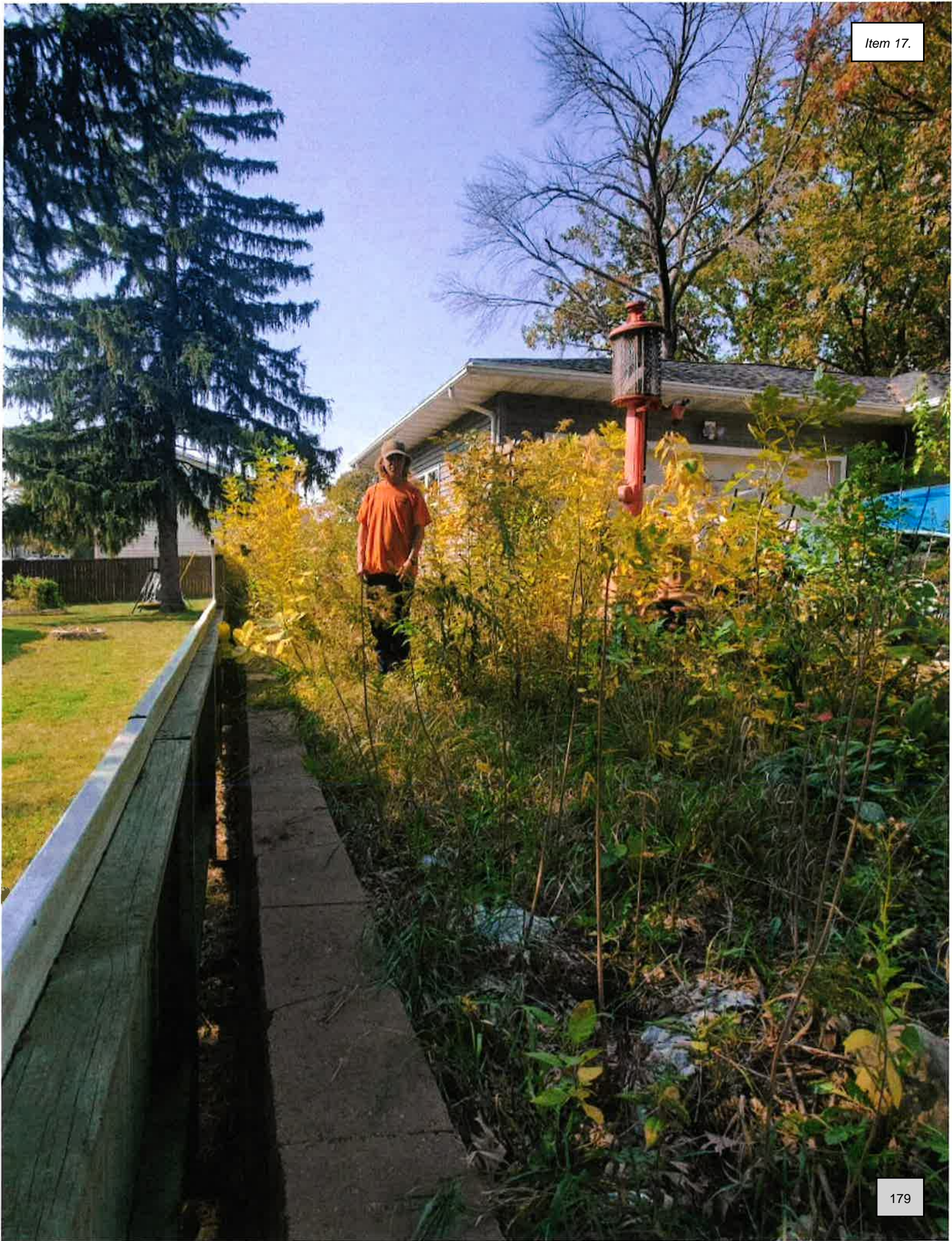
Officer Greg Rekward  
Code Enforcement Officer











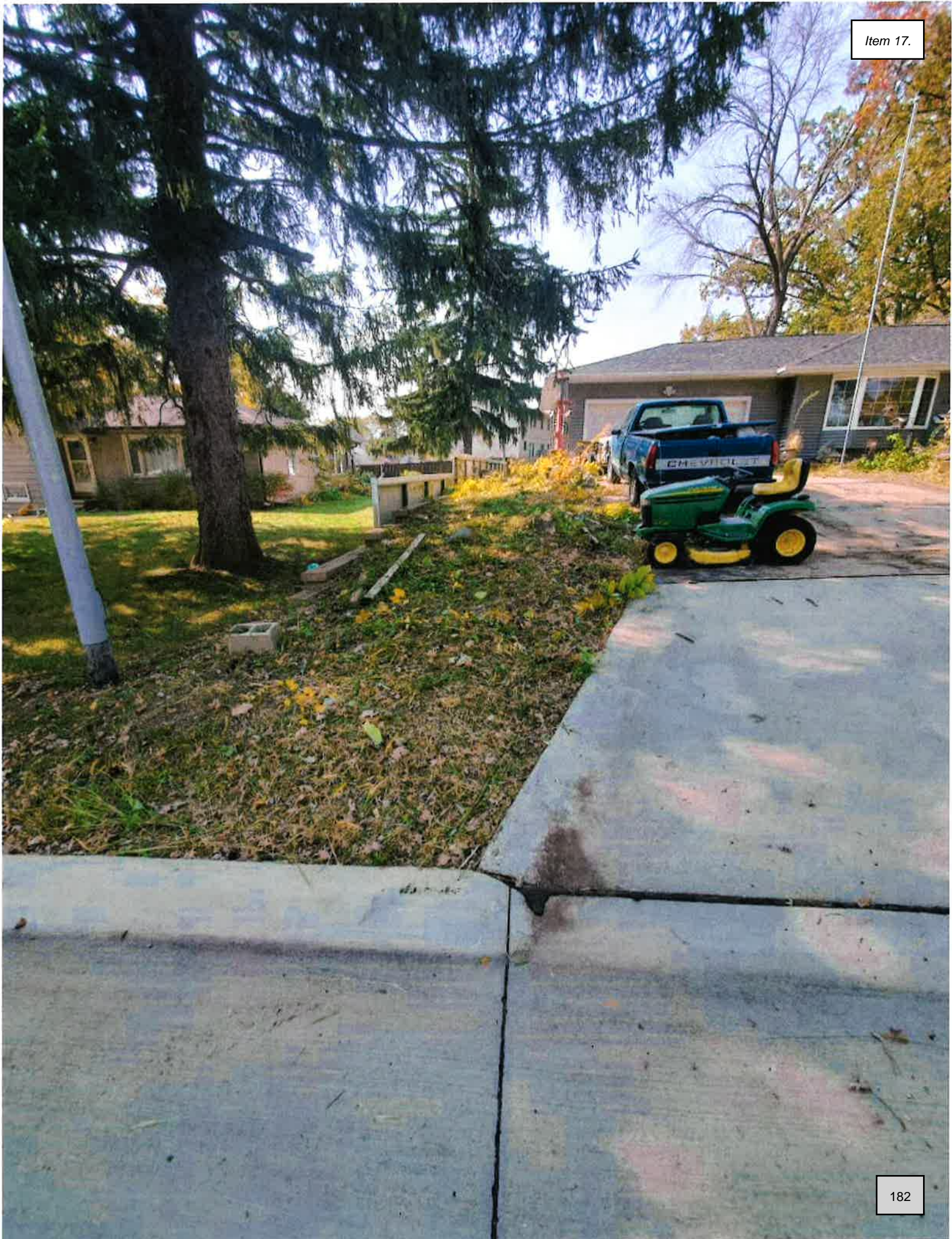




















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** December 30, 2020  
**SUBJECT:** Property Assessments

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

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

178.79	September 2020
<u>2.68</u>	2020 (fees)
\$181.47	Total owed

Property address: 1122 W. 22<sup>nd</sup> St., CF  
Parcel #8914-14-430-001

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

BARBARA K. DE KOCK

---

TO THE ABOVE-NAMED PERSON(S):	Barbara K. De Kock
PROPERTY DESCRIPTION:	1122 West 22 <sup>nd</sup> Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-430-001
LEGAL DESCRIPTION OF PROPERTY:	Arthur P Cottons Addition, Lot 7, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 1122 West 22<sup>nd</sup> Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **February 1, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

**Exhibit "A"**

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

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 1122 WEST 22<sup>ND</sup> STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-001

WHEREAS, it was determined that the property located at 1122 West 22<sup>nd</sup> Street, being legally described as Arthur P Cottons Addition, Lot 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-001, was in violation of City of Cedar Falls Ordinance Section 17-246 and Section 17-247 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1122 West 22<sup>nd</sup> Street (Parcel ID 8914-14-430-001) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$181.47, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Arthur P Cottons Addition, Lot 7, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-14-430-001

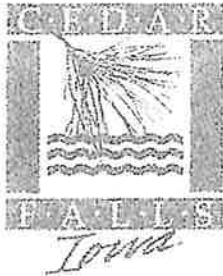
BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the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

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2021.

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

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

December 2, 2020

Barbara & Walter DeKock  
1015 Clay Street  
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1122 W. 22nd Street on 9/29/20 for \$178.79, as well as late fees of \$2.68 for a total amount due of \$181.47. **If no payment is received by December 16, 2020 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 18.

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK  
1015 CLAY STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 36914  
DATE: 10/14/20

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 09/29/20 PER ORDINANCE 17-246&247 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16406 CODE ENFORCEMENT	178.79	178.79
			\$142.50
			\$36.29

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

TOTAL DUE: \$178.79

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/14/20 DUE DATE: 11/13/20  
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36914  
TERMS: NET 30 DAYS

AMOUNT: \$178.79



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 9/18/2020 Case # 20-0484-GRSS
PROPERTY RESIDENT: Barbara K De Kock
PROPERTY ADDRESS: 1122 W 22nd St
Property Owner Name: Barbara K De Kock
Property Owner Address: 1015 Clay St
Cedar Falls, IA 50613

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

ARTHUR P COTTONS ADDITION ALL LOT 7 EXC S 25.25 FT

Please refer to Ordinance Section 17-247 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/18/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

This property has already been mowed once by the City of Cedar Falls under ordinance code section 17-247(d) this calendar year. If it is mowed again under this ordinance this calendar year you will be served a municipal infraction per section code section 1-9.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: Code 17-247(d) Rental - Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 20-262 of this code., 9/25/2020

Table with 3 columns: Citation Points, Abatement Action, Pointed Assessed

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

If you should have any questions concerning this matter, please contact the Code Enforcement office at (319) 268-5186.

If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long, sweeping underline.

Officer Greg Rekward  
Code Enforcement Officer



# Professional Lawn Care, LLC

Dennis Lickteig  
 P.O. Box 1942  
 Waterloo, Iowa 50704  
 Phone (319) 233-3942  
 Prolawn@mchsi.com



Item 18.



Snow Removal  
 Salt & Sand  
 Parking Lots  
 Hauling Snow  
 Irrigation Repair

City of Cedar Falls Dept. of Public Works  
 2200 Technology Parkway  
 Cedar Falls, IA 50613  
 319-273-8629

Garden Tilling  
 Power Raking  
 Hedge Trimming  
 Tree Pruning  
 Weed Mowing  
 Lawn Mowing  
 Garden Plowing  
 Fall Clean up  
 Vacuum Leaf Raking

Date

Invoice Number 16406

9/29/2020	Code Enforcement mowing at 1122 22nd st. 1.50 Hour at \$95.00 per hour	\$142.50
	Mow and also cutting off low branches over sidewalk	
<b>Sum of Charges</b>		<b>\$142.50</b>
<b>Tax</b>		<b>\$0.00</b>
<b>Total</b>		<b>\$142.50</b>

***Thank You, We appreciate your Business***

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)



























DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** December 30, 2020  
**SUBJECT:** Property Assessments

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

Barbara & Walter Dekock  
1015 Clay Street  
Cedar Falls, IA 50613

\$661.99 October 2020  
9.93 2020 (fees)  
\$671.92 Total owed

Property address: 2413 Olive St., CF  
Parcel #8914-13-353-004

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

WALTER J. DE KOCK  
BARBARA K. DE KOCK

---

TO THE ABOVE-NAMED PERSON(S):	Walter J. De Kock Barbara K. De Kock
PROPERTY DESCRIPTION:	2413 Olive Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-353-004
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to clean up the property located at 2413 Olive Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **February 1, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

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

Enclosures.

**Exhibit "A"**

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

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO CLEAN UP THE PROPERTY LOCATED AT 2413 OLIVE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-004

WHEREAS, it was determined that the property located at 2413 Olive Street, being legally described as Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-004, was in violation of City of Cedar Falls Ordinance Section 15-2 for failure to maintain the property by permitting outdoor storage of debris, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2413 Olive Street (Parcel ID 8914-13-353-004) to be cleaned up, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to clean up the above-described property, in the amount of \$671.92, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, Cedar Falls,  
Black Hawk County, Iowa,  
Parcel ID 8914-13-353-004

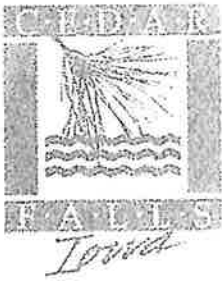
BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the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

PASSED AND ADOPTED this 1<sup>st</sup> day of February, 2021.

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

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

December 2, 2020

Barbara & Walter DeKock  
1015 Clay Street  
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup at 2413 Olive Street on 10/15/20 for \$661.99, as well as late fees of \$9.93 for a total amount due of \$671.92. **If no payment is received by December 16, 2020 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig". The signature is written in a cursive style with some loops and flourishes.

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 19.

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK  
1015 CLAY STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 36931  
DATE: 10/29/20

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP:10/15/20 PER ORDINANCE 15-2 LOCATION: 2413 OLIVE STREET COOLEY SANITATION INV.#112713 CODE ENFORCEMENT	661.99	661.99
			\$600.70
			\$61.29

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

TOTAL DUE: \$661.99

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/29/20 DUE DATE:11/30/20  
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36931  
TERMS: NET 30 DAYS

AMOUNT: \$661.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

SECOND LEGAL NOTICE OF
NUISANCE TO BE ABATED: PROPERTY/BUILDING MAINTENANCE

EFFECTIVE DATE OF THIS NOTICE: 11/22/2019 Case # 19-0433-PBLD
DATE OF FIRST NOTICE: 11/07/2019
PROPERTY ADDRESS: 2413 Olive St
Cedar Falls, IA 50613

Walter J De Kock, Barbara K De Kock
1015 Clay St
Cedar Falls, IA 50613

You were provided with a Legal Notice of Nuisance to Be Abated on 11/14/2019. You have not complied with that notice and the violations cited below and have failed to complete the required improvements and corrections.

Debris and equipment stacked beside the property at 2413 Olive Street, and spreading onto neighboring property at 804-806 Seerley.

Doors, windows and lumber stored on front deck and under deck and on the property, along with debris and miscellaneous articles not used in not normally required in the day to day use of the exterior area of the property.

Exterior of property in dis-repair: Paint on exterior of property, and window trim cracking, peeling and flaking off the structure.

Sec. 11-158. - Maintenance of structure.

- a) Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, sidewalk and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
b) Every foundation, floor, exterior wall, interior door, window and roof shall be maintained in a reasonably weathertight, watertight, rodent proof and insect proof condition.
c) Every door and window, to include all hardware associated with every door and window, shall be maintained in good and functional condition and shall fit reasonably well within its frame.
d) Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate shall be capable of providing privacy.
(Code 2017, § 14-127; Ord. No. 2178, § 1, 2-24-1997)

Sec. 11-159. - Maintenance of accessory structures.

Every foundation, exterior wall, roof, window, exterior door and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be maintained in a reasonably watertight, structurally sound condition capable of withstanding imposed wind and snow loads.
(Code 2017, § 14-128; Ord. No. 2178, § 1, 2-24-1997)

Sec. 11-162. - Protection of exterior wood surfaces.

TOUR CITY'S AND OUR BUSINESS



- a) *Generally.* All exterior wood surfaces of a dwelling and its accessory structures, porches and similar appurtenances shall be protected from the elements against decay by a non-lead paint or other approved protective covering.
- b) *Exception.* Any exterior wood surface comprised of a type of species of wood which resists or which has been treated to resist decay and infestation shall be exempted from the requirement of subsection (a) of this section when approved by the inspector.

(Code 2017, § 14-131; Ord. No. 2178, § 1, 2-24-1997)

Code Section	Nature of the Violation	Comply By
IACF 10-73 Illegal Dumping	It is a violation of the IACF Municipal Code for any person to illegally utilize a lot, open space or street roadway in the city for dumping or depositing dead animal matter, garbage, offensive materials and rubbish. This is also used in the case of someone filling the ground with anything other than approved materials (e.g. ashes, earth and stone).	11/14/2019
IACF 15-2(22) Illegal Storage of Materials	It is a violation of the IACF Municipal Code for any person to store in outdoor areas or in structures not totally enclosed building materials not part of an active building project authorized by a current city building permit; abandoned, inoperable vehicles or junk vehicles as defined in section 18-36; non-registered or unlicensed vehicles; auto parts; miscellaneous steel, plastic, rubber or metal parts or junk; tires; packing boxes; wooden pallets; tree limbs; brush piles; discarded lumber; broken or unused furniture and appliances; any upholstered or finished furniture intended for indoor usage; other broken or unused household furnishings or equipment; plastic tarps, trash bags containing leaves, debris, garbage or other items; trash and garbage not properly contained within a trash disposal container; any other discarded or miscellaneous item or items not normally required in the day to day use of the exterior area of the property, when stored continuously in excess of 48 hours on any portion of any property outside of a totally enclosed structure located on the property.	11/21/2019

Failure to take corrective action will result in a citation for a municipal infraction in violation of Cedar Falls City Ordinance Section 15-2.

If you dispute this citation, you will be required to appear in court to defend yourself. If you are found guilty, a municipal infraction could result in a fine of \$ 500.00 for a first offense and a fine of \$750.00 for a second and subsequent offense. In addition, the court may order you to complete the maintenance on your property.

Please contact me at 319-268-5186 to discuss a schedule for correction of this nuisance no later than 12/6/2019. If you do not comply with this final notice, you will be issued a citation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Officer Greg Rekward  
Code Enforcement Officer

E-FILED 2020 OCT 01 2:47 PM BLACKHAWK - CLERK OF DISTRICT COURT

10/15  
closed

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

**CEDAR FALLS CITY OF**  
**Plaintiff**

**vs**

**WALTER JOHN DEKOCK**  
**Defendant**

**Case No: 01071CFCICV140994**

**JUDGMENT AND  
ORDER TO ABATE**

**Charge:**

Illegal storage of materials, inoperable vehicles, auto parts, miscellaneous steel and debris, trash - Cedar Falls City Ordinance Nos. 15-2(22), 11-200, 17-237

Defendant failed to appear. The Court has entered a consent judgment against the Defendant.

**IT IS THEREFORE ORDERED** that Defendant is found guilty. The Court assesses a civil penalty of \$500.00 plus court costs.

**IT IS FURTHER ORDERED** that Defendant is given 30 days to pay in full.

**IT IS FURTHER ORDERED** that Defendant is given 10 days to abate the nuisance. If the nuisance is not corrected, the City/County has the authority to clean the property/correct the nuisance and assess costs against the property.

**IT IS FURTHER ORDERED** that Defendant shall keep the property in compliance with local ordinances.

Defendant failed to appear for arraignment.

DATED this 1st day of October, 2020

Copies to:  
 Plaintiff  
 Defendant  
 Counsel for Plaintiff

E-FILED 2020 OCT 01 2:47 PM BLACKHAWK - CLERK OF DISTRICT COURT



State of Iowa Courts

**Case Number**  
CFCICV140994  
**Type:**

**Case Title**  
CF VS DEKOCK, WALTER  
OTHER ORDER

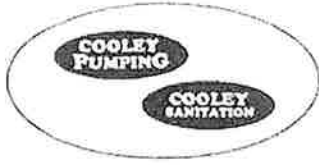
So Ordered

A handwritten signature in cursive script, appearing to read "Dennis Guernsey".

---

Dennis Guernsey, Magistrate  
First Judicial District of Iowa

Electronically signed on 2020-10-01 14:47:27



# INVOICE

Cooley Pumping LLC  
 & Cooley Sanitation LLC  
 27060 250th St  
 Grundy Center, IA 50638  
 Tel: (319) 345-6080  
 Fax: (319) 345-6081

City of Cedar Falls  
 220 Clay St  
 greg.rekward@cedarfalls.com  
 Cedar Falls, IA 50613

Invoice #: 112713  
 Invoice Date: Oct 15, 2020  
 Page #: 1  
 PO Number: Case #01071CFCICV14

Service Date	Type	Job Site Information/Description	Quantity	Amount
		(10) City of Cedar Falls 2413 Olive St Walter John Dekock Cedar Falls, IA 50613 PO Number:Case #01071CFCICV140994		
Oct 15, 2020	Labor>- Work Order 4459	4 men on-site to pickup debris	4.00	\$ 200.00
Oct 15, 2020	Landfill Charges>- Work Order 4460	disposal at Black Hawk County Landfill	1.20	\$ 50.70
Oct 15, 2020	Machine/Equipment Charge>- Work Order 4458	use of garbage truck to dispose of debris picked up from yard - lumber/garbage/building materials/ various other debris	2.00	\$ 250.00
Oct 15, 2020	Machine/Equipment Charge>- Work Order 4457	use of pickup with Tommy lift (to haul scrap steel)	1.00	\$ 100.00
	Invoice Total			\$ 600.70

INVOICE QUESTIONS EMAILADDRESS - deb@cooleypumping.com. TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18% APR) finance charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due.

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT



Customer Name: City of Cedar Falls  
 Customer #: 007987 - 000010  
 Invoice #: 112713  
 Invoice Date: Oct 15, 2020  
 PO Number:  
 Invoice Total: \$ 600.70

Cooley Pumping LLC  
 & Cooley Sanitation LLC  
 27060 250th St  
 Grundy Center, IA 50638

Please write in amount of payment enclosed

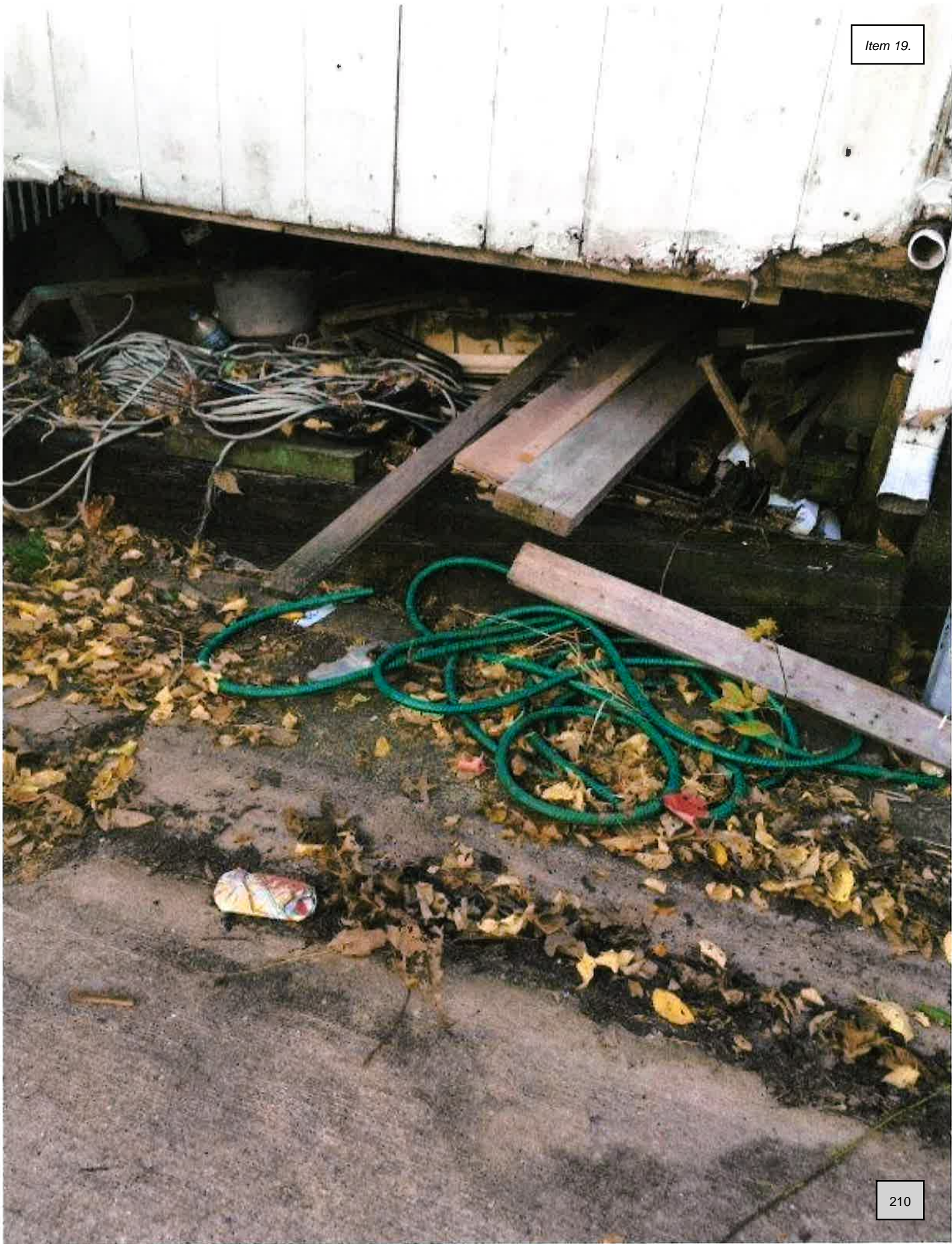






























DEPARTMENT OF FINANCE &  
BUSINESS OPERATIONS

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

**MEMORANDUM**  
Human Resources Division

**TO:** Mayor Green and City Council Members  
**FROM:** Brenda Balvanz, Personnel Specialist  
**DATE:** January 26, 2021  
**SUBJECT:** **The Courier Advertising Agreement Renewal**

Attached is an Advertising Agreement renewal for your review and approval that will continue to minimize the amount of advertising dollars the City spends for recruitment with The Courier.

If you have questions regarding the attached, feel free to contact me at 268-5112 or Jennifer Rodenbeck at 268-5108.

Attachment



# THE COURIER

Item 20.

P.O. BOX 540, WATERLOO, IA 50704

## ADVERTISING AGREEMENT

Account Number  
60000188

THIS AGREEMENT is made as of **February 1, 2021** between Lee Enterprises, Incorporated d/b/a *Courier Communications*, the "Publisher", and **City of Cedar Falls**, the "Advertiser."

**TERM** This Agreement will begin on **The First Day of February 2021** and end on **The Last Day of January 2022**.

This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

**VOLUME AGREEMENT** The Advertiser will purchase at least \$17,000.00 of total advertising before the end of the term.

<u>Product</u>	<u>Rate</u>	<u>Details</u>
Courier – Sunday	\$53.00 / Inch	Sunday Rate for a \$17,000 Recruitment Advertising Agreement runs at \$53.00 per column inch.
Courier – Weekday	\$46.75 / Inch	Weekday Rate for a \$17,000 Recruitment Advertising Agreement runs at \$46.75 per column inch.
Pulse	Pulse	Insider Rate for a \$17,000 Recruitment Advertising Agreement runs at \$12.00 per column inch.
Ad Messenger	\$450 / Month	30,000 monthly ad messenger Impressions (\$450 per month + Creative)
Creative Charges	Dependent upon display ad & digital ad size	Classified/Retail – 60.01"-120" - \$87 / 30.01"-60" - \$74 / 15.01"-30" - \$59 / 15" or less - \$29 Courier Digital Products – Pickup with change and New Build - \$17
Employment Products		Any employment products purchased and used during the contract agreement will go to fulfilling the contract amount.
Search Boost	\$39.00/month	Standard advertising component to boost SEO.

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

### ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.

Item 20.

4. **Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser is not doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

5. **Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

6. **Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.

7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.

8. **Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.

9. **Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

10. **Brokered Advertising.** Publisher does not accept local brokered advertising.

11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.

12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. **Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. **Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

ADDENDUM to #5; Indemnification: The city will indemnify Newspaper only to the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the code of Iowa.

**PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

**ADVERTISER** **LEE ENTERPRISES, INCORPORATED**  
By \_\_\_\_\_ By \_\_\_\_\_  
General Manager / Vice President of Sales

\_\_\_\_\_  
Company Name David Adams  
Print Name/Title

Billing Address / Local Address  
220 Clay Street.  
Cedar Falls, IA 50613

Salesperson: Kelly Balvanz  
New \_\_\_\_\_ Renew X

2020 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2020



EMPLOYMENT OPEN INCH RATE

**\$85.00** Weekday  
**\$120.00** Sunday

INSIDER OPEN INCH RATE

**\$55.00**

Dollar Volume	Daily	Sunday
\$1,800	\$55.25	\$63.60
\$3,000	\$54.40	\$62.54
\$4,300	\$53.55	\$61.48
\$6,500	\$52.70	\$60.42
\$8,600	\$51.00	\$58.30
\$12,800	\$48.45	\$55.12
\$17,000	\$46.75	\$53.00
\$50,000	\$38.25	\$47.70
\$80,000	\$34.85	\$43.46
\$120,000	\$32.30	\$40.28

Creative Service Charges may apply to Pickup with Change and New Build ads.

COLOR RATES

INCHES	FULL COLOR
1" - 3"	\$50
4" - 12"	\$100
13" - 30"	\$200
31" - 60"	\$280
OVER 60"	\$370

SPECIAL FEATURES: \$4.00 Each

Select one or more from the following options

- Bolding
- Reverse
- Underlining
- Italics

BOX REPLIES:

A blind box number can be assigned by the Courier. A \$50 charge will be assessed. Replies are mailed out daily to the advertiser. A dealer cannot advertise their merchandise thru a blind ad.

COLUMN MEASUREMENTS:

1 Column	1.556"
2 Column	3.222"
3 Column	4.889"
4 Column	6.556"
5 Column	8.222"
6 Column	9.889"

INSIDER WITH COURIER CLASSIFIED CONTRACT

- Pick-Up - 1 column ads starting in the Courier Sunday thru Friday.
- Pick-Up - Multiple column Ads starting in the Courier Sunday thru Friday.

Pick up into the Insider ..... **\$12/in**

Insider Only ..... **\$15/in**

\*\* Note: All advertisers will be charged a fee of \$39 for Search Boost each month(s) an ad runs in addition to the pricing above.

CONTRACT ADVERTISER DEADLINES

One Column Ads ..... Tuesday thru Friday - 3:00 P.M. Day Before  
..... Sunday and Monday - 3:00 P.M. Friday  
..... Insider - 3:00 P.M. Friday

\*Artwork must be in department by 12 Noon on the day prior to publication.

MULTIPLE COLUMN

AD TO RUN	COPY DEADLINE
Monday	1:00 P.M. Friday
Tuesday	3:00 P.M. Monday
Wednesday	3:00 P.M. Tuesday
Thursday	3:00 P.M. Wednesday
Friday	3:00 P.M. Thursday
Sunday	1:00 P.M. Friday
Pulse	Noon Friday

CANCELLATIONS: Notification must be given by 3:00 P.M. preceding publications. A charge will be made if ad has already been set.

REPEAT RATES AVAILABLE/ MULTIPLE COLUMNS

\*All ads repeated within the calendar week day will be discounted on the following basis:

	2nd	3rd & 4th	5th & 6th
6 to 20 Inches	25%	30%	35%
21 to 60 Inches	35%	40%	45%
61 to 119 Inches	45%	50%	55%
Full Page	50%	60%	70%

Repeat ad discount for signed contract advertisers only.

MULTIPLE COLUMN ADS:

- Multiple column ad minimum length 2 columns through 5 columns must be at least same number of inches long as columns wide (Minimum size 2x2).
- Strip ad size 6x2 minimum. These ads will run in classification at the bottom of the page.
- Free form ads must be in color. Minimum size is 50" and must stay in diagonal configuration.
- Full reverse ads must be in readable type.
- Not less than 6 point type used in multiple column copy.

ONE COLUMN ADS:

- Agate type for Classified 1 column ads is 7 point. 7 point through 49 point permitted on 1 column ads.
- First word on all liner ads set in CAPS/BOLD.
- All 1 column ads are set directly into our computer system.
- Only 1 size of type is permitted on a line.
- Ads with white space within the body must have white space on top and bottom of ad.
- Standard border can be put on any size of ad
- One column Classified ads using a logo or illustration must be received in department by noon prior to day of publication.

COMMISSIONS AND PAYMENT TERMS

Payment Policy: We accept:



1. Payment for advertising is due at the time of order or upon ad proof approval except where credit has been extended.
2. Credit application/approval: Any contract advertiser requesting credit will be asked to complete a credit application. This application will include bank information and references. Credit approval normally takes approximately one week.
3. Credit terms: Upon approval of credit application, normal credit terms are:
  - a. Payment is due upon receipt of bill.
  - b. Net 15 days from advertiser's billing date.
  - c. Unpaid balance over 30 days is subject to a 1.25% monthly charge. APR equals 15%.
4. Requests for adjustments to bills: Adjustments to bills must be made within 30 days of advertising run date.
5. The Publisher may require cash payment in advance any time the Advertiser fails to pay for the advertising when due or otherwise violates this agreement.
6. All contract-local rates are non-commissionable.
7. All billings due Publisher must be paid in U.S. dollars.

ADVERTISING CONTRACT:

1. A signed contract is required to earn other than open rate. All advertising under the terms of The Contract must be for The Advertiser's business exclusively and is for Classified Advertising only. The Contract is not assignable by The Advertiser.
2. All advertising purchase will be at the rates and conditions on the term indicated on the Publisher's current rate cards, as revised from time to time. The rate card, its revision and successors shall be part of signed Contract.
3. Dealers or merchants must carry their name in ads offering to buy, sell, rent or trade merchandise or property related to their business. They cannot advertise as a private individual.
4. Contracts shall be effective for the period stated from the date signed for one year. Short term contracts shall automatically renew on the anniversary date unless either party gives written notice of termination. If there is no activity on a bulk Contract within the first thirty (30) days after the anniversary date it shall be automatically terminated.
5. Contract Adjustment - The Courier reserves the right to rebill contract advertisers at the appropriate earned contract rate for failure to fulfill original contract requirements.
6. The Courier accepts no responsibility in notifying The Advertiser as to the amount of space used on The Contract.

EMPLOYMENT SPECIALIST

Kelly Balvanz 319-291-1474  
Ryan Reingardt 319-291-1438





# 2020 Rates

EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2020



**THE COURIER**  
 100 E. 4th Street | P.O. Box 540 | Waterloo, Iowa 50704

**EMPLOYMENT SPECIALIST**  
 Kelly Balvanz 319-291-1474  
 Ryan Reingardt 319-291-1438

## THE COURIER





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Recreation Division

**TO:** City of Cedar Falls City Council  
**FROM:** J.J. Lillibridge, Manager, Recreation & Community Programs  
**DATE:** January 29, 2021  
**SUBJECT:** Recreation Fee Proposal

Attached are the proposed fees for the coming year. If adopted, any fee changes would go into effect for any program or service that will start on or after March 1, 2021.

On the attached sheets is a history of fees we have used dating back to 2017. Any fee changed from the previous year is highlighted in grey for easy identification. The current fees were adopted by Council in January 2020 and went into effect April 28, 2020.

The Recreation Team has taken a look at how to best meet the needs of our community with convenience and affordability in mind. The 2020-2021 pandemic has presented numerous challenges and questions about how we do business. An opportunity has risen and become a glaring need for the Recreation and Fitness Center to get people back in the door. Monthly membership options are being proposed to meet that need. This not only will create an opportunity for those that may not live locally year-round but also prospective community members that might be interested in trying the facility out on a short-term basis. The number of memberships sold has decreased over the course of the past 2 years, not including 2020. Convenience is the key, and less commitment is the trend. The Recreation Team & Parks and Recreation Commission see this as a progressive move and one that will make a positive impact on our membership sales and number of users.

Proposed changes are on page 6, as follows:

- Removal of all membership punch passes
- Removal of all non-resident daily admission
- Round the fees
  - Decrease \$1 18 & Under daily drop-in. From \$6 to \$5
  - Increase \$1 on Adult 19 & Over daily drop-in. From \$9 to \$10
  - Decrease \$1 on Senior Citizen daily drop-in. From \$6 to \$5
- Change 12<sup>th</sup> Grade & Under membership to 18 & Under
- Add a University Student membership | With active student ID | 19-22 Years
- Change Adult membership age to: 23 & over
- Add monthly membership options for both residents & non-residents in the following categories:
  - 18 & Under \$15 & \$30
  - University Student (19-22) \$20
  - Adult (19 & Over) \$25 & \$50
  - Family \$40 & \$65
  - Senior Citizen (65+) \$20 & \$40

\*All current memberships & punch cards will be honored until expired.

Thank you in advance for considering this proposal. Please let me know if you have any questions or need additional information.



### CEDAR FALLS RECREATION DIVISION PROGRAM FEE SCHEDULE

ADULT PROGRAMS	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER MARCH 1, 2021		PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	
	Dollar Increase				Dollar Increase		Dollar Increase		Dollar Increase	
Basketball Leagues (team) 10 games		370		370		370	\$	10.00		370
Couples Volleyball Class		29.00 - 8 weeks		29.00 - 8 weeks		29.00 - 8 weeks				29.00 - 8 weeks
Volleyball League (team) 14 games		125		125		115				115
Mini Volleyball (team) 6 games		75		75		70				70
Softball League - 14 games										
Registration (team)		355		355		355	\$	5.00		350
Player Fees (team)		70		70		70				70
Mixed League Softball		plus \$25.00		plus \$25.00		plus \$25.00				plus \$25.00
Ball Field Rental per hour (field as is 1 1/2 hour)		8		8		8				8
Youth Games Ball Field Rental-Non-profit										
501C3 Field Rental										
Week Day Evening		16		16		16				16
Multiple Rentals (Max. 75 per season)		\$500.00 Max		\$500.00 Max		\$500.00 Max				\$500.00 Max
Fall Softball League - 10 games										
Registration (team)		255		255	\$	10.00				245
Player Fees (team)		60		60		60				60
Ball Field Rental										
One Field - One Day		50		50		50				50
Complex (weekend 1 & 2 day)		110		110		110				110
Plus additional staff cost over initial field prep										
Pfeiffer (weekend 1 & 2 day)		130		130		130				130
Plus additional staff cost over initial field prep										
Pfeiffer (field/night, league)		60		60		60				60
Kickball League		75		75		75			\$5.00	70
Flag Football League (team) 4 on 4		100		100		100				100
Player Fee		15		15		15				15
Dodgeball		75		75		70			\$5.00	70
Golf Lessons (4 lessons)		N/A		N/A		N/A				38
Tennis Lessons (8 lessons)		N/A		N/A		N/A				N/A
Tournaments		Cost + \$20.00		Cost + \$20.00		Cost + \$20.00				Cost + \$20.00
Open Gym Schools, residents		3.00 or RC punch card/memb.		3.00 or RC punch card/memb.		3.00 or RC punch card/memb.				3.00 or RC punch card/memb.
Open Gym Schools, non-residents		6		6		6				6
Beach House (all day)										
Weekend (Friday-Sunday & Holidays)		N/A		N/A		N/A				N/A
Weekday (Monday-Thursday)		N/A		N/A		N/A				N/A
Beach House (all day)										
Weekend (Friday-Sunday & Holidays)										
West		100		100		100				100
East		200		200		200				200
Full Facility		275		275		275				275
Weekday (Monday-Thursday)										
West		62.5		62.5		62.5				62.5
East		125		125		125				125
Full Facility		175		175		175				175
Shelter Rental - All Day		25		25		22				22
Up to 6 hours		N/A		N/A		N/A				N/A
Over 6 hours		N/A		N/A		N/A				N/A
Gateway Shelter										
Monday-Thursday (10:00 am-10:30 pm)		70		70		70				70
Friday-Sunday & Holidays (10:00 am-10:30 pm)		110		110		110				110
Racquetball League - 11 games										
Singles		35		35		35				35
Racquetball Lessons (6 lessons)		33		33		33				33
Table Tennis League		16		16		16				16

EXERCISE CLASSES	PROPOSED FEES EFFECTIVE	PROPOSED FEES	APPROVED FEES	APPROVED FEES	APPROVED FEES
	DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019	EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017
	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00
Specialty Classes	N/A	N/A	N/A	\$5.00	\$5.00
Exercise Tryouts	N/A	N/A	N/A	\$5.00	\$5.00
Fitness Pass (no RCM)					
4 Months Unlimited	N/A	N/A	N/A	\$96.00	\$96.00
1 Month Unlimited	N/A	N/A	N/A	\$35.00	\$35.00
Fitness Pass (with RCM)					
4 Months Unlimited	N/A	N/A	N/A	\$48.00	\$48.00
1 Month Unlimited	N/A	N/A	N/A	\$30.00	\$30.00
Circuit Weight Training (No RCM)					
2 x Per Week Per Month	\$32.00	\$32.00	\$28.00	\$28.00	\$28.00
Circuit Weight Training (No RCM)					
2 x Per Week Per Month	\$16.00	\$16.00	\$14.00	\$14.00	\$14.00
Cardio Cycling - Per Month (No RCM)					
3 x Per Week Per Month	\$44.00	\$44.00	\$42.00	\$42.00	\$42.00
Cardio Cycling - Per Month (No RCM)					
3 x Per Week Per Month	\$22.00	\$22.00	\$21.00	\$21.00	\$21.00
Rec Xfit - Monthly (with RCM)					
3 x Per Week	\$29.00	\$29.00	\$26.00	\$26.00	\$26.00
Rec Xfit - Monthly (No RCM)					
3 x Per Week	\$58.00	\$58.00	\$52.00	\$52.00	\$52.00
Special Fitness Classes					
2 x Per Week (No RCM)	\$60.00	\$60.00			
2 x Per Week (With RCM)	\$30.00	\$30.00			
Teen Weight Lifting Training (2 - 2 hour classes)	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00

\*RCM - Rec Center Membership  
\*FP - Fitness Pass

	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017
<b>YOUTH PROGRAMS</b>						
Boys Baseball - T-ball						
Registration	\$40.00	\$40.00	\$35.00	\$	3.00 \$35.00	\$32.00
Sponsor	\$250.00	\$250.00	\$250.00		\$250.00	\$250.00
Boys Baseball 1 & 2						
Registration	\$45.00	\$45.00	\$38.00	\$	3.00 \$38.00	\$35.00
Sponsor	\$250.00	\$250.00	\$250.00		\$250.00	\$250.00
Boys Baseball 2 & 3						
Registration	\$50.00	\$50.00	\$45.00	\$	3.00 \$45.00	\$42.00
Sponsor	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
Boys Baseball 3 - 5						
Registration	\$50.00	\$50.00	\$48.00	\$	3.00 \$48.00	\$45.00
Sponsor	\$600.00	\$600.00	\$600.00		\$600.00	\$600.00
Girls Softball - T-ball						
Registration	\$40.00	\$40.00	\$35.00	\$	3.00 \$35.00	\$32.00
Sponsor	\$250.00	\$250.00	\$250.00		\$250.00	\$250.00
Girls Softball Kind & 1						
Registration	\$45.00	\$45.00	\$38.00	\$	3.00 \$38.00	\$35.00
Sponsor	\$250.00	\$250.00	\$250.00		\$250.00	\$250.00
Girls Softball 2 & 3						
Registration	\$45.00	\$45.00	\$45.00	\$	3.00 \$45.00	\$42.00
Sponsor	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
Girls Softball 4-6						
Registration	\$50.00	\$50.00	\$48.00	\$	3.00 \$48.00	\$45.00
Sponsor	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
Kindergarten Basketball						
Registration	\$34.00	\$34.00	\$30.00		\$30.00	\$30.00
Sponsor	\$200.00	\$200.00	\$200.00		\$200.00	\$200.00
Boys Basketball 5 & 6						
Registration	\$44.00	\$44.00	\$40.00		\$40.00	\$40.00
Sponsor	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
Boys Basketball 3 & 4						
Registration	\$39.00	\$39.00	\$35.00		\$35.00	\$35.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Boys Basketball 1 & 2						
Registration	\$34.00	\$34.00	\$30.00		\$30.00	\$30.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Girls Basketball 5 & 6 (format change)						
Registration	\$39.00	\$39.00	\$35.00		\$35.00	\$35.00
Sponsor	\$250.00	\$250.00	\$250.00		\$250.00	\$250.00
Girls Basketball 3 & 4						
Registration	\$39.00	\$39.00	\$35.00		\$35.00	\$35.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Girls Basketball 1 & 2						
Registration	\$34.00	\$34.00	\$30.00		\$30.00	\$30.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Summer Track						
Registration	\$50.00	\$50.00	\$45.00		\$45.00	\$45.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Volleyball 3-6 (format change)						
Registration (8 weeks)	\$44.00	\$44.00	\$39.00		\$39.00	\$39.00
Sponsor	\$400.00	\$400.00	\$400.00		\$400.00	\$400.00
Flag Football K-2						
Registration (8 weeks)	\$44.00	\$44.00	\$43.00		\$43.00	\$43.00
Sponsor	\$200.00	\$200.00	\$200.00		\$200.00	\$200.00
Flag Football 3 & 4						
Registration	\$44.00	\$44.00	\$43.00		\$43.00	\$43.00
Sponsor	\$300.00	\$300.00	\$300.00		\$300.00	\$300.00
Flag Football 5 & 6						
Registration	\$44.00	\$44.00	\$43.00		\$43.00	\$43.00
Sponsor	\$500.00	\$500.00	\$500.00		\$500.00	\$500.00
Baseball Club - Wrecking Crew	\$50.00	\$50.00	\$45.00		\$45.00	\$45.00
Softball Club - Wrecking Crew	\$50.00	\$50.00	\$45.00		\$45.00	\$45.00

YOUTH PROGRAMS-continued	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017
Baseball Shortstops	\$35.00	\$35.00			
Softball Shortstops	\$35.00	\$35.00			
Soccer K, 1 & 2					
Registration	\$34.00	\$34.00	\$29.00	\$29.00	\$29.00
Sponsor	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
Golf Lessons	N/A	N/A	N/A	\$28.00	\$28.00
Tennis Lessons	\$55.00	\$55.00	\$45.00	\$45.00	\$39.00
Tot Lot				6.00	
One Session	N/A	N/A	N/A	N/A	N/A
Both Sessions	N/A	N/A	N/A	N/A	N/A
Tot Lot					
One Week	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
Six Weeks	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
One Day	\$9.00	\$9.00			
Open Gym in schools	Free	Free	Free	Free	Free
Special Events	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00	Cost + \$5.00
Tournaments	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%	Cost + 0 to 10%
Indoor Park - 1 year to 5 years	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
Full Session (18 to 22 times)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Mini Session	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Daily	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Chew & View - 2 hours	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Parents Night Out - 2 hours	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
Birthday Party	\$125.00	\$125.00	\$115.00	\$115.00	\$115.00
Birthday Party Theme Package	\$155.00	\$155.00	\$150.00	\$140.00	\$140.00
Birthday Party Theme & Pizza	N/A	N/A	N/A	N/A	N/A
Add Pizza	\$30.00	\$30.00	\$30.00	\$25.00	\$25.00
3 on 3 Basketball Tourney (per team)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Soccer Tournament	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Hot Shot Basketball	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Free Throw Contest	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Karate	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00
New Sports and Active Programs	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge	Comparable Charge
Sack Lunch Days	\$28.00	\$28.00	\$28.00	\$25.00	\$25.00
Tumbling - 5 Sessions	\$32.00	\$32.00	\$30.00	\$30.00	\$32.00
Hockey - Inline					
Registration	N/A	N/A	N/A	\$24.00	\$24.00
Sponsor	N/A	N/A	N/A	\$150.00	\$150.00
Camp Cedar Falls					
One Week	\$120.00	\$120.00	\$110.00	\$105.00	\$105.00
Full Summer 8 weeks (1 week free)	\$840.00	\$840.00	\$770.00	\$735.00	\$735.00
Full Summer 9 weeks (1 week free)	\$960.00	\$960.00			
Pre and Post Care					
Daily	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Weekly	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017
<b>SWIM POOL FEES</b>					
Daily Admission-Indoor					
Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Youth (3-17)	\$5.00	\$5.00	\$5.00	\$4.00	\$4.00
Adult (18 & Up)	\$5.00	\$5.00	\$5.00	\$4.00	\$4.00
Daily Admission-Outdoor					
Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Youth (3-17)	\$8.00	\$8.00	\$7.00	\$7.00	\$7.00
Adult (18 & Up)	\$8.00	\$8.00	\$7.00	\$7.00	\$7.00
<b>Summer-Memorial Day-1st Day of School</b>					
Family Season Pass					
Resident	** \$210.00	** \$210.00	** \$195.00	** \$195.00	** \$195.00
Non-Resident	** \$260.00	** \$260.00	** \$245.00	** \$245.00	** \$245.00
Child Care Provider Pool Pass - Mon-Fri	\$70.00	\$70.00	\$60.00	\$60.00	\$60.00
Adult Season Pass (Indoor or Outdoor)					
Resident	\$130.00	\$130.00	\$115.00	\$115.00	\$115.00
Non-Resident	\$160.00	\$160.00	\$145.00	\$145.00	\$145.00
Youth & Sr. Season Pass (65 & Over)					
Resident	\$125.00	\$125.00	\$110.00	\$110.00	\$110.00
Non-Resident	\$155.00	\$155.00	\$140.00	\$140.00	\$140.00
Lap Swim (Indoor only)					
Resident	\$85.00	\$85.00	\$75.00	\$75.00	\$75.00
Non-Resident	\$95.00	\$95.00	\$85.00	\$85.00	\$85.00
***Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.					
<b>Winter-1st Day of School-Memorial Day</b>					
Family Season Pass (with RCM)					
Resident	\$55.00	\$55.00	\$50.00	\$50.00	\$50.00
Non-Resident	\$60.00	\$60.00	\$55.00	\$55.00	\$55.00
Family Season Pass (without RCM)					
Resident	\$135.00	\$135.00	\$130.00	\$130.00	\$130.00
Non-Resident	\$145.00	\$145.00	\$140.00	\$140.00	\$140.00
Adult Season Pass (with RCM)					
Resident	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00
Non-Resident	\$35.00	\$35.00	\$30.00	\$30.00	\$30.00
Adult Season Pass (without RCM)					
Resident	\$100.00	\$100.00	\$95.00	\$95.00	\$95.00
Non-Resident	\$105.00	\$105.00	\$100.00	\$100.00	\$100.00
Youth/Sr Season Pass-17 & Under (with RCM)					
Resident	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00
Non-Resident	\$35.00	\$35.00	\$30.00	\$30.00	\$30.00
Youth/Sr Season Pass-17 & Under (without RCM)					
Resident	\$80.00	\$80.00	\$75.00	\$75.00	\$75.00
Non-Resident	\$85.00	\$85.00	\$80.00	\$80.00	\$80.00
<b>*RCM - Rec Center Membership</b>					
Swim Lesson - Youth	\$34.00	\$34.00	\$32.00	\$32.00	\$32.00
Swim Lesson - Adult	\$38.00	\$38.00	\$35.00	\$35.00	\$35.00
Aqua Trim	\$34.00	\$34.00	\$32.00	\$32.00	\$32.00
Deep Water Aqua Trim	\$34.00	\$34.00	\$32.00	\$32.00	\$32.00
Aqua Trim Tryout	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Stretching Aqua Trim	\$34.00	\$34.00	\$32.00	\$32.00	\$32.00
Lap Swim-Daily-Indoor	Pass or \$5.00	Pass or \$5.00	Pass or \$4.00	Pass or \$4.00	Pass or \$4.00
Lifeguarding	\$125.00	\$125.00	\$125.00	\$115.00	\$115.00
Lifeguard Recertification	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00
Scuba Diving	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00
Pool Rental ID - 75 people or less	\$65.00	\$65.00	\$65.00	\$60.00/hr.	\$60.00/hr.
Pool Rental ID - 76 people or more	\$80.00	\$80.00	\$80.00	\$75.00/hr.	\$75.00/hr.
Pool Rental OD					
Zero Depth - 2 hour	\$220.00	\$220.00	\$200.00	\$200.00	\$200.00
Zero Depth & Lazy River/2 Waterslides - 2 hour	\$445.00	\$445.00	\$425.00	\$425.00	\$425.00
Lap Pool & Lazy River/2 Waterslides - 2 hour	\$545.00	\$545.00	\$525.00	\$525.00	\$525.00
Lap Pool - 2 hour	\$345.00	\$345.00	\$325.00	\$325.00	\$325.00
Entire Facility-No Concessions Sold - 2 hour	\$645.00	\$645.00	\$625.00	\$625.00	\$625.00
Concessions Sold					
Resident	\$35 per hour	\$35 per hour	\$35 per hour	\$25 per hour	\$25 per hour

Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.

New programs will be charged a comparable fee to other similar activities.

Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.

\*\* Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult & 4 or less children or 2 adults and 3 or less children . Each additional child in the family will be \$10.00. Implemented Spring 2012.



RECREATION CENTER		PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020		PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2020		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 30, 2019		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018		APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	
Admission											
Daily Resident											
24 & Under	#####	\$5.00	\$6.00	\$	1.00	\$6.00	\$	5.00	\$	5.00	
Adult 25 & Over	#####	\$10.00	\$9.00	\$	2.00	\$9.00	\$	7.00	\$	7.00	
Senior Citizen	#####	\$5.00	\$6.00	\$		\$6.00	\$	6.00	\$	6.00	
Holiday Special Event Admission		\$3.00 per person any age	\$3.00 per person any age			\$3.00 per person any age		\$3.00 per person any age		\$3.00 per person any age	
Daily Non-Resident	Remove										
12 Grade & Under	Remove	\$6.00	\$6.00	\$	1.00	\$6.00	\$	(4.00) \$5.00	\$	\$9.00	
Adult	Remove	\$9.00	\$9.00	\$	2.00	\$9.00	\$	(2.00) \$7.00	\$	\$9.00	
Senior Citizen	Remove	\$6.00	\$6.00	\$		\$6.00	\$	(2.00) \$6.00	\$	\$8.00	
Resident Yearly Memberships**											
Individual											
12 Grade & Under		\$115.00	\$115.00	\$	25.00	\$115.00	\$	\$90.00	\$	\$90.00	
Adult		\$175.00	\$175.00	\$	30.00	\$175.00	\$	\$145.00	\$	\$145.00	
Senior Citizen		\$155.00	\$155.00	\$	25.00	\$155.00	\$	\$130.00	\$	\$130.00	
Family		\$260.00	\$260.00	\$	40.00	\$260.00	\$	\$220.00	\$	\$220.00	
Non-Resident Yearly Memberships**											
Individual											
12 Grade & Under		\$210.00	\$210.00	\$	10.00	\$210.00	\$	\$200.00	\$	\$200.00	
Adult		\$355.00	\$355.00	\$	15.00	\$355.00	\$	\$340.00	\$	\$340.00	
Senior Citizen		\$290.00	\$290.00	\$	10.00	\$290.00	\$	\$280.00	\$	\$280.00	
Family		\$465.00	\$465.00	\$	15.00	\$465.00	\$	\$450.00	\$	\$450.00	
Monthly Membership - Resident	New		NA		NA	NA		NA		NA	
18 & Under	New	\$15.00	NA		NA	NA		NA		NA	
University Student (19-22)	New	\$20.00	NA		NA	NA		NA		NA	
Adult 23 & Over	New	\$25.00	NA		NA	NA		NA		NA	
Family	New	\$40.00	NA		NA	NA		NA		NA	
Senior Citizen	New	\$20.00	NA		NA	NA		NA		NA	
Monthly Membership - Non-resident	New		NA		NA	NA		NA		NA	
18 & Under	New	\$30.00	NA		NA	NA		NA		NA	
Adult 23 & Over	New	\$50.00	NA		NA	NA		NA		NA	
Family	New	\$65.00	NA		NA	NA		NA		NA	
Senior Citizen	New	\$40.00	NA		NA	NA		NA		NA	
4 Month (May-August only)	Remove										
Resident	Remove										
12 Grade & Under	Remove	\$57.50	\$57.50	\$	12.50	\$57.50	\$	\$45.00	\$	\$45.00	
Adult	Remove	\$85.00	\$85.00	\$	12.50	\$85.00	\$	\$72.50	\$	\$72.50	
Senior Citizen	Remove	\$77.50	\$77.50	\$	12.50	\$77.50	\$	\$65.00	\$	\$65.00	
Family	Remove	\$130.00	\$130.00	\$	20.00	\$130.00	\$	\$110.00	\$	\$110.00	
Non-Resident	Remove										
12 Grade & Under	Remove	\$105.00	\$105.00	\$	5.00	\$105.00	\$	\$100.00	\$	\$100.00	
Adult	Remove	\$177.50	\$177.50	\$	7.50	\$177.50	\$	\$170.00	\$	\$170.00	
Senior Citizen	Remove	\$145.00	\$145.00	\$	5.00	\$145.00	\$	\$140.00	\$	\$140.00	
Family	Remove	\$232.50	\$232.50	\$	7.50	\$232.50	\$	\$225.00	\$	\$225.00	
20 Punch Card - Resident Only	Remove										
12 Grade & Under	Remove	\$58.00	\$58.00	\$	13.00	\$58.00	\$	\$45.00	\$	\$45.00	
Adult	Remove	\$85.00	\$85.00	\$	12.00	\$85.00	\$	\$73.00	\$	\$73.00	
Senior Citizen	Remove	\$78.00	\$78.00	\$	13.00	\$78.00	\$	\$65.00	\$	\$65.00	
20 Punch Card - Non-Resident	Remove										
12 Grade & Under	Remove	\$140.00	\$140.00	\$	10.00	\$140.00	\$	\$130.00	\$	\$130.00	
Adult	Remove	\$140.00	\$140.00	\$	10.00	\$140.00	\$	\$130.00	\$	\$130.00	
Senior Citizen	Remove	\$120.00	\$120.00	\$	10.00	\$120.00	\$	\$110.00	\$	\$110.00	
Replace I.D. Card		\$9.00	\$9.00	\$	2.00	\$9.00	\$	\$7.00	\$	\$7.00	
Corporate Rate											
Individual		\$235.00	\$235.00	\$	35.00	\$235.00	\$	\$200.00	\$	\$200.00	
Family		\$310.00	\$310.00	\$	45.00	\$310.00	\$	\$265.00	\$	\$265.00	
Racquetball											
Drop in per hr/per court		\$0.00	\$0.00			\$0.00		\$0.00		\$0.00	
Reservation per hr/per court		\$2.00	\$2.00			\$2.00		\$2.00		\$2.00	
10 Punch Card		\$17.00-\$20.00 value	\$17.00-\$20.00 value			\$17.00-\$20.00 value		\$17.00-\$20.00 value		\$17.00-\$20.00 value	
Child Care											
2 hour stay		\$3.00	\$3.00			\$2.50		\$2.50		\$2.50	
20 Punch Card		\$40.00	\$40.00			\$40.00		\$40.00	\$5.00	\$40.00	
Rentals											
Resident non-profit organizations											
Entire facility with adequate approved adult supervision 1:20 ratio											
Per hour		\$100.00 per hr	\$100.00 per hr	\$	50.00	\$100.00 per hr	\$	\$50.00 + s.c.*	\$	\$50.00 + s.c.*	
Each additional hour		N/A	N/A			N/A		N/A		N/A	
Maximum cost (12 hr. max)		N/A	N/A			N/A		N/A		N/A	
Meeting Room - per hour		\$10.00	\$10.00			\$10.00		\$10.00		\$10.00	
1st 2 hours											
Each additional hour											
Multi Purpose Room (1/2)											
1st hour											
Each additional hour											
Full Room - per hour		\$25.00	\$25.00			\$25.00		\$25.00		\$25.00	
1st hour											
Each additional hour											
Gym Rental											
Fit Gym		\$35.00 + s.c.*	\$35.00 + s.c.*			\$35.00 + s.c.*		\$35.00 + s.c.*		\$35.00 + s.c.*	
1/2 of Old Gym		\$35.00 + s.c.*	\$35.00 + s.c.*			\$35.00 + s.c.*		\$35.00 + s.c.*		\$35.00 + s.c.*	
All of Old Gym		\$70.00 + s.c.*	\$70.00 + s.c.*			\$70.00 + s.c.*		\$70.00 + s.c.*		\$70.00 + s.c.*	
Activity Room - per hour		\$25.00 + s.c.*	\$25.00 + s.c.*			\$25.00 + s.c.*		\$25.00 + s.c.*		\$25.00 + s.c.*	
* s.c. - Staff Cost (if needed)		\$25.00	\$25.00			\$25.00		\$25.00		\$25.00	
		\$ (1.00)			\$	644.50		\$	35.00	\$	259.00

\*\*Memberships include free towel usage and all drop-in fitness classes. Members as of April 30th, 2019 wanting to get a fitness pass would pay the difference between the old membership price and the new price.



## 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:** Michelle Pezley, Planner III  
**DATE:** January 26, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV2)  
 Iowa Economic Development Authority Contract Terms of Contract:  
 Duplication of Benefits

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19<sup>th</sup> meeting.

As mentioned in the review of the contract, the contract contains many provisions that the City will need to follow. The City entered into a similar contract with the State in 2009 with the Bluff Street Lift Station project. To meet the terms of the 2020 State Contract, prior to release of funds, City will need to adopt the Duplication of Benefits (DOB) policies and procedures.

The Duplication of Benefits provides policies and procedures to ensure that there are adequate procedures in place to prevent any duplication of benefits per Federal law. The DOB will apply to each service agency, school, and individual requesting services or funds. This will also apply to the City while using the CDBG-CV2 funds as outlined in the agreement with the State.

Staff recommends approving the State of Iowa Community Development Block Grant Coronavirus (CDBG-CV) Duplication of Benefits Policies and Procedures which is attached.

Please contact staff with any questions. Thank you.

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

## State of Iowa

### Community Development Block Grant Coronavirus (CDBG-CV)

#### Duplication of Benefits Policies and Procedures

##### I - INTRODUCTION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act) was signed into law, making CDBG coronavirus (CDBG-CV) funds available to the U.S. Department of Housing and Urban Development (HUD) in addition to individuals, business, education, and other federal agencies as part of the \$2.2 trillion bill. CDBG-CV dollars were allocated to current CDBG grantees with the intention to help communities fund the additional costs of the COVID-19 (coronavirus) pandemic.

For Fiscal Year 2020, HUD allocated \$31,367,906 of CDBG-CV funds to the State of Iowa non-entitlement areas through the Iowa Economic Development Authority (IEDA).

Unlike annual CDBG allocations, all CDBG-CV funds must support activities that “prevent, prepare for, and respond to coronavirus”. Specific regulations for CDBG and CDBG-CV funds used for this purpose are detailed in the Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR-6218-N-01 “CDBG CARES Program Notice”)

The CDBG CARES Program Notice requires that grantees ensure that Duplication of Benefits (DOB) does not occur for CDBG-CV and applicable Fiscal Year 2019 and 2020 CDBG funds, including the creation of policies and procedures.

The Iowa IEDA Accounting and Community Investments teams are committed to the effective management of CDBG and CDBG-CV. This document establishes a set of policies and procedures to prevent DOB and IEDA will be updated periodically to incorporate changes in the CDBG-CV Grant program.

##### CARES ACT REQUIREMENTS

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by federal regulations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”). The Stafford Act says that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

To comply with the CARES and Stafford Acts, all CDBG-CV grantees, including the State of Iowa and their unit of local government (UGLG) and other grantees, are required to develop and

*Preventing DOB generally means that grantees may not use CDBG-CV funds for costs already fully covered by other programs.*

maintain adequate policies and procedures to prevent DOB.

The CARES Act requires that all CDBG-CV grantee DOB policies and procedures address (individually or collectively) each activity or program.

These CDBG-CV DOB policies and procedures also apply to the use of fiscal year 2019 and 2020 formula CDBG funds for activities to prevent, prepare for, and respond to coronavirus.

### **III.B.9. Duplication of Benefits**

*The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).*

*A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee’s policies and procedures are not adequate unless they include, at a minimum: (1) A requirement that any person or entity receiving CDBG–CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. [CDBG CARES Program Notice](#)*

## ENABLING LEGISLATION

### CARES ACT

The [Coronavirus Aid, Relief, and Economic Security Act CARES Act](#) was signed on March 27, 2020 as Public Law 116-136. The act allows HUD to modify some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements to [24 CFR 570.481\(a\)\(2\)](#).

Prevention of DOB is a requirement per the CARES Act and corresponding HUD Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR–6218–N–01)

Grantees must prevent [Duplication of Benefits as required by Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018.

### STAFFORD ACT

The COVID-19 pandemic is an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207, as amended (the “Stafford Act”)

### **Stafford Act**

#### **Sec. 312. Duplication of Benefits (42 U.S.C. 5155)**

##### *(a) General Prohibition –*

*The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.*

DOB is regulated by [Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 2 U.S.C. 5121 et seq.)

The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

#### *DRRA*

[The Disaster Recovery Reform Act of 2018 \(DRRA\) Public Law No: 115-254 amending the Stafford Act](#) amends DOB in the Stafford Act for disasters occurring between 2016 and 2021 and no longer applies to any DOB analysis after October 5, 2023. by allowing loans to be considered non-duplicative.

The DRRA includes certain exceptions for subsidized loans in the calculation of DOB. Specific questions related to the applicability of subsidized loans for DOB calculation should be directed to IEDA staff.

#### *UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS*

2 CFR Part 200 requires that costs for federal grants must “be **necessary** and **reasonable**” and applies to all CDBG and CDBG-CV funding. These requirements prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Within DOB policies and procedures, grantees must verify that additional funding will not duplicate payments, and that the costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees are encouraged to consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”



## II - ROLES AND RESPONSIBILITIES

### IEDA

Iowa Economic Development Authority (IEDA), also referred to as “the state”, the recipient of State CDBG and CDBG-CV funding from HUD that is distributed to both entitlement and non-entitlement units of government in order to prevent, prepare for and respond to coronavirus. The structure and process of distribution is summarized in the state’s CDBG Method of Distribution.

IEDA is responsible for ensuring that entitlement and nonentitlement units of government that receive CDBG or CDBG-CV funds to prevent, prepare for, and respond to coronavirus comply with this DOB Policy and Procedure. IEDA is responsible for the administration, revision, interpretation, and application of this document.

### ENTITLEMENTS

Entitlement jurisdictions receive direct CDBG and CDBG-CV allocations from HUD but may also receive additional funds from IEDA.

HUD Entitlement entities may create their own DOB policies and procedures or adopt IEDA’s DOB policies and procedures for the implementation of CDBG and CDBG-CV funds. If the entitlement unit of government uses its own DOB policies and procedures, it must clearly define how the entity will research potential DOB, calculate DOB, and collect all DOB documentation for each program. Entitlement entities’ DOB policies and procedures must be approved by IEDA before funds will be allocated.

### NON-ENTITLEMENTS (UGLG)

Non-Entitlement jurisdictions (also referred to as “Units of General Local Government” (UGLG)) apply to IEDA for CDBG and CDBG-CV funding. Funding for non-entitlement entities may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA.

IEDA’s DOB policies and procedures must be accepted and utilized by non-entitlement entities, even if policies and procedures will be carried out by a regional council of governments (COG) or other subrecipient. The non-entitlement entity procedures are provided in this document.

**Subgrantees** can be entitlements or non-entitlements, or other organizations, who receive CDBG or CDBG-CV directly from IEDA.

**Recipient Organizations** run programs using CDBG or CDBG-CV funds for Grantees. These are often non-profit organizations but can be any organization type that is eligible to receive HUD funding.

**Beneficiaries** directly receive CDBG-funded goods and services that meet a national objective. Beneficiaries may be individuals or households/families

### METHOD OF DISTRIBUTION

IEDA is required to share Method of Distribution (MOD) information with potential applicants. *24 CFR 91.320(k)(1)(i); 24 CFR 570.490(a)(2).*

IEDA took potential DOB into account in the creation of eligible activities to prevent, prepare for, and respond to coronavirus within the CDBG-CV MOD. The MOD for CDBG-CV describes the program types that are eligible for CDBG-CV funding from IEDA, in order of priority. Each activity type will have different types of potential DOB sources and risks.

#### ENTITLEMENTS

Iowa entitlement jurisdictions submitted applications to IEDA stating what activities would be funded by CDBG-CV. IEDA's review considers concurrent CDBG-CV funding given directly to entitlements by HUD when analyzing potential DOB.

#### NON-ENTITLEMENTS

IEDA will request applications and fund only programs described in the MOD. UGLGs must look for potential DOB based on the funded program(s).

The State's Method of Distribution is available here:

<https://www.iowaeda.com/userdocs/documents/ieda/CDBGFundingProposals.pdf>

### III DUPLICATION OF BENEFITS

#### DEFINITION

Duplication of Benefits (DOB) occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

A Duplication of Benefits occurs when:

- A Beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, SBA, PPP, non-profits, City, State, etc.), and
- The assistance amount exceeds the total need for a specific purpose.

DOB is considered for the program, family, or individual beneficiary receiving financial assistance. In other words, DOB is considered for those incurring the costs paid by CDBG funding, not necessarily those distributing or administering funds.

#### TYPES OF ASSISTANCE

Assistance considered to be a potential DOB includes:

- Cash awards
- Insurance proceeds
- Grants
- Awards or assistance under local, state or federal programs, and private or nonprofit organizations
- Other HUD grants (e.g. HOME, ESG, ESG-CV, HOPWA)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled loans
- Private loans  
Forgivable /government-subsidized loans (provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency). Note: CDBG-CV funds do not need to be used to pay down SBA loans
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., “disaster relief/recovery”) and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic

- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

Potential DOB will vary by program type. Subgrantees in Iowa should pay special attention to the following potential sources of coronavirus pandemic benefits:

<https://files.hudexchange.info/resources/documents/CARES-Act-Programs-CDBG-Awareness-Duplication-Benefits.pdf>

#### ORDER OF ASSISTANCE

“Order of Assistance” analysis for DOB does not apply to CDBG-CV funds. Program funds can be awarded to beneficiary regardless of other awards or assistance sought by the beneficiary as long as a need for assistance exists and the CDBG-CV award does not or will not duplicate any other form of eligible assistance.

#### DOB RISK

The risk of DOB occurring varies by program activity and application process. For example, a small business grant program that will approve \$30,000 grants for job retention, in a period of time when many businesses are eligible for other sources of assistance, will require more scrutiny and documentation than a public services program using \$8,000 of CDBG-CV for PPE to be used by employees in a senior center.

The level of risk of DOB informs the level of required documentation. For example, low-risk public services may solely require a self-certification that the beneficiary did not receive duplicative benefits. On the contrary, business or rental assistance, may require more detailed analysis and evaluation of potential DOB.

To comply with the federal prohibition against the duplication of disaster benefits, Grantees must ensure that all DOB policies and procedures are followed within recipient organizations and/or administering agencies. Monitoring, training, and other assistance may be needed by recipient organizations, with particular attention on programs with a high risk of DOB.

#### DOB MONITORING/REVIEW

Subgrantees are responsible for monitoring and overseeing programs to ensure compliance with all program rules and regulations, including DOB.

In addition, IEDA will monitor both entitlement and non-entitlement entities for DOB compliance in addition to typical CDBG or CDBG-CV program monitoring. Programs with a higher risk of DOB or higher individual funding amounts will have a higher amount of examination by IEDA. The level of monitoring is defined in each subgrantee’s grant agreement with IEDA.

#### ***NON-ENTITLEMENT DESK MONITORING REQUIREMENTS***

For programs with a low risk of DOB, IEDA will examine at least **5% of all intake and DOB calculation documentation** chosen at random. These will typically be public service activities.

For programs that award higher amounts of funding per beneficiary and/or have a high risk of DOB, IEDA will examine at least **20% of assistance for DOB documentation** at random.

#### IV – IEDA DOB PROCEDURES

All IEDA CDBG-CV subgrantees must have a DOB policy that analyzes and documents that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

**Entitlement subgrantees** may utilize their own DOB policies and procedures OR adopt IEDA's DOB policies and procedures. If entitlement subgrantees will use their own DOB policies and procedures, these policies and procedures must be submitted to IEDA prior to the allocation of funding.

**Nonentitlement subgrantees** must accept and utilize IEDA's policies and procedures for DOB.

All subgrantees will:

- Identify and calculate the total DOB
- Identify the additional assistance received for the same purpose/activity
- Recapture funds if necessary



## APPENDIX 1: IEDA DOB PROCEDURES

*Required to be utilized by all nonentitlement subgrantees*

Subgrantees must show a duplication of benefits analysis before providing CDBG-CV assistance and should only pay for unmet needs/needs not met by other sources of assistance. Subgrantees are required to maintain adequate documentation justifying the compliance with these DOB procedures in accordance with all other recordkeeping and documentation requirements.

### INFORMATION SHARING

Due to the high volume of federal, state, local and private programs and activities responding to the impact of COVID-19 within the State of Iowa, all programs must include an information sharing agreement (*Consent to Release Form*) to allow the subgrantee to share any DOB-related data with other subgrantees, entitlement jurisdictions, and the State to protect against DOB from occurring.

### DOB RISK

Based on the specific program(s) carried out by a subgrantee, they will be responsible for different levels of protection against DOB. The State of Iowa has identified activities as either being “high” or “low” risk for DOB. High risk activities may include activities such as business or rental assistance and low activities may include activities such as foodbanks or other public services.

Beneficiaries of all high-risk activities are required to execute a DOB Certification and Subrogation Agreement with the beneficiary.

All applicant information will be collected by grantees and provided to IEDA upon request.

DOB INFORMATION SHOULD BE PROVIDED TO IEDA AS INSTRUCTED IN IOWAGRANTS.GOV. DOB EVALUATION PROCESS

#### STEP 1: REVIEW LOCAL, STATE, FEDERAL ASSISTANCE PROGRAMS

Research potentially duplicative funding sources on a local, program level to manage DOB risk. Maintain a list of potential duplicative funding sources and structure program applications in a manner to identify potential duplicative sources.

Subgrantees should cross reference applications and program guidelines for each program against this list of potential sources of DOB to ensure that the program is adequately monitoring for instances of DOB.

IEDA will make available on its website a list of potential duplication of benefits already identified.

#### STEP 2: CERTIFICATION BY BENEFICIARY

Each beneficiary of CDBG-CV funds will list other sources of assistance and sign a DOB certification form as well as *Consent to Release* form/certification. Forms may vary by program type and may be combined with existing certification forms for CDBG.

High risk activities require that the beneficiary also sign a subrogation agreement.

#### STEP 3: REVIEW OF COST REASONABLENESS

Subgrantees must evaluate costs and determine that they are “reasonable” and “necessary” per 2 CFR 200. Proposed costs must be accurate and within a market-rate or practical standard for specific work or products. They must also be a necessary component to the core project.

#### STEP 4: ASSESS THE AMOUNT OF NEED BASED ON THE TOTAL COST FOR THE ACTIVITY

Identification of total need (e.g. total cost)

#### STEP 5: CALCULATION OF ADDITIONAL ASSISTANCE

The subgrantee determines which financial assistance sources it must exclude as duplicative and non-duplicative for the DOB calculation. Subgrantees must exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

#### STEP 6: CALCULATION OF UNMET NEED

Once a grantee has determined the total need and the total assistance, it must calculate the difference between these amounts. This amount is the maximum allowable award of CDBG-CV to the beneficiary. (The “unmet need”.)

#### STEP 7: AWARD OF FUNDING WITH PAYBACK CLAUSE

If a beneficiary subsequently receives a duplicative benefit, it must repay the subgrantee either directly or through the administering entity, if present. A clause requiring payback of DOB must be in all CDBG-CV contracts.

In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests or, if all funds have been expended, the beneficiary will be required to repay the funds.

#### EXAMPLES

##### 1. **CDBG-CV funding a different purpose (cost) than a subsidized loan. Not a DOB.**

Pete’s Pella Bistro, a for-profit business, shut down because of the COVID-19 emergency and disaster declarations. The Bistro owners applied for and received an SBA Paycheck Protection Program (“PPP”) loan to help keep staff employed. The loan will be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities (at least 60% of the forgiven amount must have been used for payroll). They are now applying for CDBG-CV assistance.

There is no DOB if:

- The CDBG grantee provides CDBG-CV for costs of CDBG-eligible activities that are not one of the eligible uses of SBA PPP loans (e.g. payroll, employee health insurance, mortgage interest, rent, utilities, interest on debt obligations) AND
- The Bistro has not received financial assistance for that cost from some other source AND
- Financial need still remains for the business for costs not eligible to be covered by the SBA PPP loan.

The Bistro needs working capital for masks and sanitizer for the staff to begin table service. As this was not a cost covered by the SBA PPP loan, CDBG-CV may be used to assist the business.

##### 2. **Calculating DOB for the same type of costs.**

The McCord family has a loss of income due to one parent’s workplace shutting down for four months due to coronavirus-related restrictions. The McCords qualify as low-income (under 80%

of the area median income) under the County's 2020 HUD income limits and are applying for Jasper County's CDBG Rental Assistance Program. The County CDBG program will pay for up to three months of emergency rental assistance up to a \$2,500 limit per household.

The County calculates DOB by:

- Assessing need.
  - The McCord's monthly rent is \$1,000/month.

$$\text{Total need} = \$1,000 \times 3 = \$3,000$$

- Determining potential duplicative costs, or other sources that have been/will be used to pay all or part of the family's \$3,000 rent cost.
  - The family will receive \$300 for rent from a State of Iowa CARES Act assistance program through their town.
  - The McCords indicate that \$200/month has also been pledged by the local Community Action Agency for rent assistance.

$$\$200 \times 3 \text{ months} = \$600$$

$$\$300 + \$600 = \$900 \text{ total assistance from other sources}$$

- Calculating the maximum monthly award to avoid DOB. This is the amount left to meet the family's rent need after factoring in the other funding sources.

$$\$3,000 \text{ (total need)} - \$900 \text{ (assistance from other sources)} = \$2,100 \text{ total maximum CDBG assistance for rent.}$$

\$2,100 is under the County's \$2,500 CDBG program limit for assistance so the family is awarded the full \$2,100, paid as \$700/month directly to the landlord.

- Documenting DOB compliance.  
The County retains all DOB determination calculations, documentation of total rent need and other assistance amounts.

### 3. Certifying low-risk DOB.

The City of Muscatine is awarding CDBG-CV funds to a local food pantry to help pay for the additional staffing needed to keep up with increased food need in the community due to the coronavirus pandemic.

The food pantry has added an additional statement to the intake form that the person or household receiving the food assistance:

- Has been financially or otherwise negatively impacted by the COVID-19 (coronavirus pandemic)
- Lists the other food assistance amounts received or expected to be received this month. e.g. Food Assistance Program (SNAP); Women, Infants, & Children (WIC); Child and Adult Care Food Program (CACFP)

- Has individual or household food needs remaining even if receiving additional food assistance.

## DOCUMENTATION

Grantee must adequately document the cost charged to the Federal award. See 2 CFR 200.403(g)

GRANTEE DOB DOCUMENTATION MUST INCLUDE THE FOLLOWING:

1. *PROGRAM DESCRIPTIONS*

Program descriptions must, at minimum, include the HUD national objective, a description of program beneficiaries, and anticipated funding per organization / beneficiary.

2. *ANALYSIS OF RISK OF DOB PER PROJECT*

Risk will be considered based on the number of potentially duplicative funding sources on a local level, the amount of funding per beneficiary, on-site and desk monitoring frequency, and the potential for additional financial assistance in the future for the same program and purpose.

3. *EVALUATION PROCESS OF DOB PER PROJECT AND BENEFICIARY*

Process should identify which grantee staff will conduct each DOB step.

## V - RESOURCES

### HUD GUIDANCE

- **MEMO: CDBG CORONAVIRUS RESPONSE GRANTEE RESOURCES RELATED TO PREVENTING DUPLICATION OF BENEFITS (PDF)**
- **SUMMARY OF PRIMARY CDBG ACTIVITY CATEGORIES TO SUPPORT CORONAVIRUS (PDF)**
- **CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEE AWARENESS FOR DUPLICATION OF BENEFITS (PDF)**
- **CDBG-CV COVID-19 FACT SHEET (PDF)**
- **UPDATES TO DUPLICATION OF BENEFITS REQUIREMENTS UNDER THE STAFFORD ACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY GRANTEES**



## APPENDIX: FORMS



## 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:** Michelle Pezley, Planner III  
**DATE:** January 22, 2021  
**SUBJECT:** Community Development Block Grant  
 New INRCOG Contract for Service Delivery related to CDBG-CV2  
 funding

As part of the CARES Act that was passed in April 2020, funding was allocated to local jurisdictions and States to support activities that prevent, prepare for, and respond to the pandemic. On January 19, 2021, City Council approved entering into a contract from Iowa Economic Development Authority to accept \$341,608.00 for round 2 of the Community Development Block Grant (CDBG-CV2).

To implement the added activities under the CDBG-CV2 (State-provided funds), the City would like to contract service delivery time with INRCOG. This includes all the administrative tasks necessary to ensure program compliance such as monitoring subrecipient contracts (service agencies, schools, etc.) and completing necessary reporting to the State. The contract is for \$32,250. The State has different requirements than HUD; therefore, a new contract is proposed. Attached is the proposed contract with INRCOG. The funds for the contract would be covered through the CDBG-CV2 funds.

Staff recommends approving these contract amendments, allowing the City to work with INRCOG on activities related to CDBG-CV2. The City Attorney has reviewed the contract.

Please contact staff with any questions. Thank you.

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

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE/PRODUCT AGREEMENT

State CDBG Funding Project Delivery for Coronavirus Aid, Relief, and Economic Security (CARES) (CV-2) Services for Agency, School, and Housing Projects in Cedar Falls, Iowa

City Project Number: 022383

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("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 "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$32,250 for projects delivery costs for CDBG CARES

(CV-2) funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least 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 requested.

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. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program

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. Termination.

5.1. 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.

5.2. 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.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

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.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

#### 10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

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.

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 in the performance of this Agreement unlawfully 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.

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 additional 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; public health emergency; 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 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.

24.1 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 three pages are incorporated into this Agreement by the Client and attached as Exhibit C.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Stephanie Houk Sheetz, AICP</u>	Name: <u>Brian Schoon, AICP</u>
Title: <u>Director of Community Development</u>	Title: <u>Director of Development</u>
Address: <u>220 Clay St, Cedar Falls, IA</u>	Address: <u>229 East Park Avenue, Waterloo, IA 50703</u>
Telephone: <u>(319) 268-5151</u>	Telephone: <u>(319) 235-0311 Ext. 138</u>
Email: <u>Stephanie.Sheetz@cedarfalls.com</u>	Email: <u>bschoon@inrcog.org</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) Kevin Blanshan, Executive Director of INRCOG

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_

## Exhibit A

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### State CDBG Funding: Project Delivery for Coronavirus Aid, Relief, and Economic Security (CARES) (CV-2) Services for Agency, School, and Housing Projects in Cedar Falls, Iowa City Project Number 022383

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#### **SCOPE OF WORK** CDBG GRANT PROJECT DELIVERY FOR CARES-FUNDED (CV-2) PROJECTS CITY OF CEDAR FALLS, IOWA

##### **Overview**

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the State of Iowa's requirements related to the Community Development Block Grant (CDBG) CARES (CV-2) allocation of \$3341,608.00 under which the City of Cedar Falls plans to utilize funds to support service agencies, local schools, and City needs to prevent, prepare for, and respond to the coronavirus.

##### **Qualifications**

###### Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation

Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority’s (IEDA) Housing Rehabilitation and Iowa Finance Authority’s (IFA) Local Housing Trust Fund programs. IEDA’s program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

**Primary INRCOG Staff Members**

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development ([bschoon@inrcog.org](mailto:bschoon@inrcog.org));
- o Cindy Knox, Housing Planner II ([cknox@inrcog.org](mailto:cknox@inrcog.org));
- o Rose Phillips, Housing Planner II ([rphillips@inrcog.org](mailto:rphillips@inrcog.org)).

**Brian Schoon** has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG’s housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors’ degree



in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

**Cindy Knox** has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

**Rose Phillips** has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

### **Description of Technical Services, Grant Administration, and Organizational Capacity**

INRCOG, through its existing staff, will complete project delivery to meet the State of Iowa's requirements to expend the initial allocation of CARES (CV-2) Funds.

Agency Programs and the School Grant program, as funded by US Department of Housing and Urban Development (HUD) through the Iowa Department of Economic Development Authority (IEDA). INRCOG will assist with providing agency and school grants, all under the supervision of City staff. Included in each, INRCOG will provide general and technical administrative services, as well as expense and monitoring services associated with the contracted programs.

INRCOG will present any necessary approvals or reports to the City's staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

### **Budget**

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
  - *INRCOG: \$3,000*
- **Agency Awards Program (to City-Determined Agencies)**

- Approximately \$6,000 to \$40,000 per Agency to Five (5) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
  - *INRCOG Expense: \$7,250*
- **City Equipment**
  - Procurement and Administration
    - *INRCOG Expense: \$11,000*
- **School Equipment**
  - Procurement and Administration
    - *INRCOG Expense: \$11,000*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

#### Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than December 31<sup>st</sup>, 2021. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

#### Project Review

At least annually, but not later than May 1<sup>st</sup>, 2021 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

## Exhibit B

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**State CDBG Funding Project Delivery for Coronavirus Aid, Relief, and Economic Security (CARES) (CV-2) Services for Agency, School, and Housing Projects in Cedar Falls, Iowa**  
**City Project Number: 022383**

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08-24-2020

### **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 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 with 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 Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate 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 Attachment 1
  - c) Governmental Immunities Endorsement – See Attachment 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 under this contract.

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.

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 contract.

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 Attachment 1:

- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
- Additional Insured Requirement – See Attachment 1.  
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or  
Contractors – Completed Operations”

8. Errors and Omissions: If the Contractor’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 and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

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 forth 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 this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor’s work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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, agents and volunteers 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 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)
- ❑ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ❑ Additional Insured CG 20 10 07 04
- ❑ Additional Insured CG 20 37 07 04
- ❑ Governmental Immunities Endorsement



**ATTACHMENT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** *(Combined Single Limit)* \$1,000,000  
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000  
 The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

### **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.

### **CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT**  
**(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
  
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
  
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
  
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
  
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p>
<p><b>Location(s) Of Covered Operations</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**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 terms and conditions of this policy apply unless modified by this endorsement.**



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
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 terms and conditions of this policy apply unless modified by this endorsement.**

## **ATTACHMENT C: REQUIRED FEDERAL CONTRACT LANGUAGE**

All project contracts shall contain at a minimum the following provisions, as appropriate.

### **ALL CONTRACTS**

#### **1. Access and Maintenance of Records**

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### **2. Civil Rights**

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

## 6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

### **ALL CONTRACTS IN EXCESS OF \$10,000**

#### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ALL CONTRACTS IN EXCESS OF \$100,000**

### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)	Item 23.
6/2	

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

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

<b>PRODUCER</b> PDCM Insurance P.O. Box 2597 Waterloo IA 50704	<b>CONTACT NAME:</b> Janet Dufel, CPCU, CIC, CRM, CPIW	
	<b>PHONE (A/C, No, Ext):</b> 319-234-8888	<b>FAX (A/C, No):</b> 319-234-7702
<b>E-MAIL ADDRESS:</b> jdufel@pdc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Ins. Companies		
<b>INSURER B:</b> IMWCA		
<b>INSURER C:</b> * XL Insurance		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 780073280 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2145062	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2145062	7/1/2020	7/1/2021	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB726394	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2020	7/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O/EPL			PHPK2145062 POL0950362	7/1/2020 7/1/2020	7/1/2021 7/1/2021	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

### CERTIFICATE HOLDER

### CANCELLATION

City of Cedar Falls 220 Clay Street 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 
--	--



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

## 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.

All other terms and conditions of this Policy remain unchanged.

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

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Effective Date:** 01/29/2018

**Name of Person or Organization (Additional Insured):**

City of Cedar Falls  
220 Clay St  
Cedar Falls, IA 50613

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Cedar Falls	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance 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.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Cedar Falls	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## 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:** Michelle Pezley, Planner III  
**DATE:** January 22, 2021  
**SUBJECT:** Community Development Block Grant & HOME Programs  
 Amendment to INRCOG Contract for Grant Administration and Technical  
 Services related to CDBG-CV3 funding

In April 2020, the CARES Act was passed in response to COVID-19. The Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to the pandemic. The Act has provided three rounds of funding so far. Cedar Falls received \$160,662.00 in Round 1. Round 2 funds were allocated through the State of Iowa with Cedar Falls receiving \$341,608.00. On September 11, 2020, the City was notified that Cedar Falls will receive \$157,775.00 from Round 3 funding (CDBG-CV3).

To implement the added activities under the CDBG-CV3, the City would like to contract some grant administration and service delivery time with INRCOG. This includes all tasks necessary to ensure program compliance such as monitoring subrecipient contract preparation and CARES Act integration and implementation, including amending the existing CAPER and completing necessary reporting.

Attached is a proposed second amendment to Attachment A-Scope of Services of INRCOG's July 2019 contract, increasing their time in Agency Awards Program by \$7,500 (total \$15,000) and Plan and Report Development by \$7,000 (total \$19,500). Staff recommends amending the contract with INRCOG, increasing it by \$15,000 or 10% of the state funding. The costs would be covered through CDBG-CV3 funds, of which 15% (\$22,775) may be used for administrative costs of City staff and INRCOG. All other contract provisions remain the same.

Staff recommends approving these contract amendments, allowing the City to work with INRCOG on activities related to CDBG-CV3. The City Attorney has reviewed the contract.

Please contact staff with any questions. Thank you.

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



## SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

By and Between the Iowa Northland Regional Council of Governments (INRCOG)  
and The City of Cedar Falls, Iowa

CDBG Entitlement Funding: Grant Administration and Technical Services for Housing  
and Community Development Projects; HOME Program: Technical Services for  
Housing Projects in Cedar Falls, Iowa  
City Project Number BL-000-CD

This Second Amendment to Professional Service Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

WHEREAS, CONSULTANT and CLIENT entered into the above Professional Service Agreement dated July 15, 2019 (Agreement"); and

WHEREAS, CONSULTANT and CLIENT amended the Agreement in a First Amendment to Professional Service Agreement dated June 1<sup>st</sup>, 2020 ("First Amendment"); and

WHEREAS, CONSULTANT and CLIENT wish to further amend said Agreement by modifying the terms of Exhibit A, Scope of Work, and have agreed to such modifications and now wish to reduce these modifications to writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A of the Agreement, as already amended in the First Amendment, is hereby stricken in its entirety and a new Exhibit A, attached, is substituted in lieu thereof.
2. CONSULTANT and CLIENT hereby acknowledge and agree that all of the terms and conditions of the Agreement remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this Second Amendment.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this Second Amendment to Professional Services Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_  
Printed Name: Robert M. Green  
Title: Mayor of Cedar Falls

By: \_\_\_\_\_  
Printed Name; Kevin Blanshan  
Title: INRCOG Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

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### **CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa City Project Number BL-000-CD**

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#### **SCOPE OF WORK CDBG GRANT ADMINISTRATION AND TECHNICAL SERVICES FOR HOUSING PROJECTS CITY OF CEDAR FALLS, IOWA**

##### **Overview**

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to continue administering the City of Cedar Falls' (City) Housing Rehabilitation, Housing Repair, and Agency Grant programs, all of which are funded through the City's Community Development Block Grant (CDBG) Entitlement allocation.

##### **Qualifications**

###### Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family,

Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

**Primary INRCOG Staff Members**

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development ([bschoon@inrcog.org](mailto:bschoon@inrcog.org));
- o Cindy Knox, Housing Planner II ([cknox@inrcog.org](mailto:cknox@inrcog.org));
- o Rose Phillips, Housing Planner II ([rphillips@inrcog.org](mailto:rphillips@inrcog.org)).

**Brian Schoon** has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

**Cindy Knox** has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

**Rose Phillips** has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

**Richard Dewater (INRCOG Subcontractor)** will serve as an independent contract employee of INRCOG, as he has for over two dozen of our rehabilitation projects. His expenses, which are flat-fee, are included in the Technical Services budget of this proposal. He will perform all initial rehabilitation and lead-based paint inspections, as well as draft bid specifications which outlines work to be completed on each selected unit. Dewater will perform all inspections of work by contractor(s), mediate disputes, and make himself available for meetings and technical assistance.

### **Description of Technical Services, Grant Administration, and Organizational Capacity**

INRCOG, through its existing staff, will administer the City's Fiscal Year 2019 Housing Rehabilitation and Housing

Repair Programs and the Agency Grant program, as funded by the US Department of Housing and Urban Development (HUD). As part of a subsequent contract, INRCOG will complete rehabilitation projects and repair homes in the same manner that INRCOG currently provides to non-entitlement CDBG communities, and will assist with providing agency grants, all under the supervision of City staff. Included in each housing rehabilitation project, INRCOG will provide general and technical administrative services, which includes income verifications, construction management, vendor procurements, lead tests, and oversight of radon testing, as is necessary. INRCOG will propose per unit expenses for each home, including staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with the program.

INRCOG will be responsible for providing all inspections and for preparing initial project descriptions as may be associated with the programs addressed under this proposal. INRCOG will prepare procurement and contract documents as is necessary for each rehabilitation and/or repair project. We will then manage each home project including preparation of a prioritized list of projects, contracts, and implementation of each

contract. INRCOG will present any necessary approvals or reports to the City's staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

### **Budget**

INRCOG is prepared to offer the administrative services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said administrative expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
  - *INRCOG: \$3,000*
- **Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*
- **Agency Awards Program (to City-Determined Agencies)**
  - Approximately \$5,500/Agency to Six (6) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
    - *INRCOG Expense: \$15,000*
- **Neighborhood Infrastructure Improvements: Sewer Lining Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$7,500*
- **Neighborhood Access: Sidewalk Replacement Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$5,000*
- **Plan and Report Development**
  - Annual Action Plan, CAPER, and Reports (i.e. Section 3, MBE/DBE, SF 425)
    - *INRCOG Expense: \$19,500*
- **HOME: Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual,



unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

**Time of Performance**

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30<sup>th</sup>, 2022. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

**Project Review**

At least annually, but not later than May 1<sup>st</sup>, 2020 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.



## 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:** Michelle Pezley, Planner III  
**DATE:** January 27, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV3)  
 Service Agency Contract- Operation Threshold

In April 2020, the CARES Act was passed in response to COVID-19. The Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to the pandemic. The Act provided three rounds of funding. Cedar Falls received \$160,662 in Round 1, \$341,608 for Round 2 through the State of Iowa, and \$157,775 from the Round 3 funds. HUD prioritized Round 3 funds for households struggling to meet their rental or mortgage obligations, allowing temporary assistance.

As mentioned in the memo for the INRCOG Contract (CDGB-CV3), \$22,775 of the funds will be used for administrative costs of City Staff and INRCOG. The remaining funds, \$135,000, will be for households struggling to meet their rental or mortgage obligations.

After a request for proposal process in October, Operation Threshold was the only service agency to respond. Operation Threshold proposes to provide financial assistance for qualifying households for rent or mortgage for six months.

Staff recommends approving the contract with Operation Threshold. The City Attorney has reviewed the contract.

Please contact staff with any questions. Thank you.

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

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and Operation Threshold, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY20-21 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY20-21 are as follows:

Operation Threshold will provide assistance to income-qualified tenants and property owners that are in danger of becoming homeless as a result of COVID-19. This will take the form of the AGENCY providing rent and mortgage assistance to Cedar Falls low-and-moderate income residents in need of relief.

COMPLETION DATE

The aforementioned services shall be accomplished during the year beginning January 1<sup>st</sup>, 2021 and ending December 31, 2021. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY20-21 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$135,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit at least quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due April 15, 2021; July 15, 2021; October 15, 2021; and January 15, 2022 and shall be submitted to:

Karen Howard  
 City Hall  
 220 Clay Street  
 Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed

copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

OPERATION THRESHOLD

CITY OF CEDAR FALLS, IOWA

BY:  (Barbara A. Grant)

BY: \_\_\_\_\_



ATTEST: *Christina Meyer* 1/27/2021  
ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually

agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this

Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.

- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY



No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## CONTRACTOR

### SECTION 3 PLAN FORMAT

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Operation Threshold  
Agency

(Barbara A. Grant)  
Signature

Executive Director  
Title

1/27/2021  
Date

ATTEST:

Sevan Hammeyer  
Signature

Deputy Director  
Title

1/27/2021  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: Operation Threshold  
P.O. Box 4120, 1535 Lafayette, Washko IA  
50704

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: Barbara A. Grant

TITLE: Executive Director

SIGNATURE: 

DATE: 1/27/2021

Exhibit A:

**4a. Low-Moderate Income Eligibility.**

Below are the applicable 2020 income limits:

	1	2	3	4	5	6	7	8
Extremely Low Income	\$15,250	\$17,400	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low Income	\$25,400	\$29,000	\$32,650	\$36,250	\$39,150	\$42,050	\$44,950	\$47,850
Low Income	\$40,600	\$46,400	\$52,200	\$58,000	\$62,650	\$67,300	\$71,950	\$76,600

## Exhibit B:

<b>Operation Threshold Cedar Falls Rent/Mortgage Assistance CDBG CARES Funding</b>	
<b>Expenses</b>	
Salary	\$ 6,787.92
Benefits	\$ 4,206.97
Assistance to Individuals	\$ 111,732.38
Administration	\$ 12,272.73
<b>Total</b>	<b>\$ 135,000.00</b>

**Salary** - Costs of staff time to process applications and payments as well as program supervision.

**Benefits** - Benefit costs are figured as a percentage of salary.

**Assistance to Individuals** - Rent or mortgage assistance provided for eligible applicants and distributed to landlords or mortgage companies on behalf of clients.

**Administration** - Administrative costs are 10%, which are determined per our agency Cost Allocation Plan and are in accordance to OMB guidelines.



## 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), Planner I  
 Matthew Tolan, Civil Engineer II  
**DATE:** January 28, 2021  
**SUBJECT:** Pinnacle Prairie Senior Living Site Plan (SP20 – 011)

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**REQUEST:** Request to approve the Pinnacle Prairie Senior Living Site Plan  
 Case #SP20-011

**PETITIONER:** Greenhill Estates, Inc. - Owner, Nelson Construction & Development,  
 Developer; Axiom, Engineer

**LOCATION:** Lot 6 of Pinnacle Prairie Commercial South Phase III, Second Addition. The  
 5.54 acre site is located in northeast section opposite Caraway Lane, along  
 Prairie Parkway.

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#### PROPOSAL

The petitioner is proposing to build a 109 unit retirement building that will consist of 32 units in the memory care area, 77 assisted living units including 27 carefree living units and 1 guest unit on a 5.54 acre parcel along the east side of Prairie Parkway. The memory care section is located at the east end of the proposed building. This section will be a single story structure. The central portion of the building is the commons area that transitions from a single story to a two and three story section for the assisted living area at the west end of the building. The applicant has submitted the site plan to provide additional detailed information about the project.

#### BACKGROUND

This property is included in Pinnacle Prairie Commercial South Phase III, Second Addition. The preliminary plat for Pinnacle Prairie Commercial South Phase III was approved in 2015 and the final plat with the subject property is currently being introduced to the Planning and Zoning Commission. City staff notes that the site plan will be approved after the approval of Final Plat presented. The site plan may then proceed to the City Council in conjunction with the final plat.

The subject property is located in the MU, Mixed Use Residential District and also a part of Pinnacle Prairie Master Plan. Therefore, the building design of this proposed senior living facility should align with design guidelines in Pinnacle Prairie Master Plan. City staff believes that the applicant has consulted with the Pinnacle Prairie Design Committee to ensure that their building



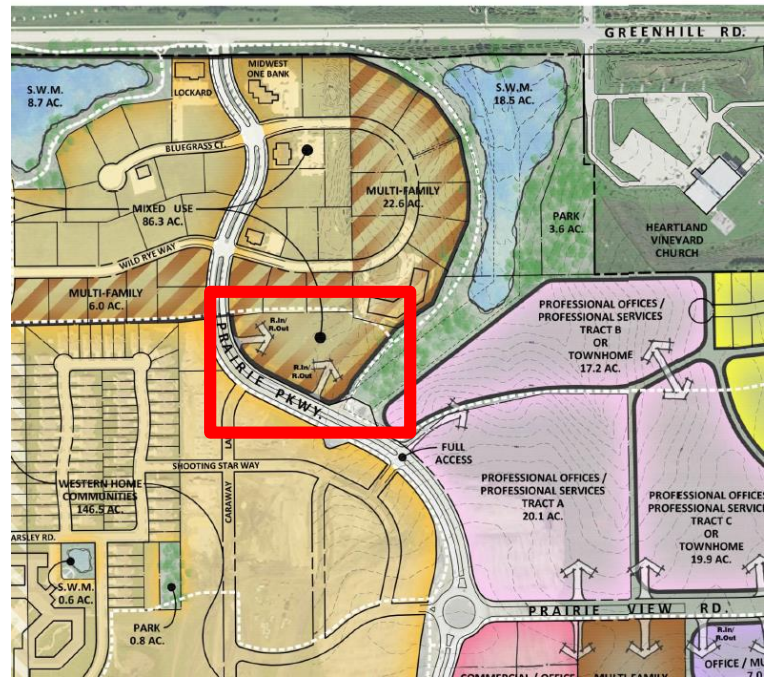
design would be consistent with the design guidelines.

## ANALYSIS

The property in question is located within the MU, Mixed Use Residential zoning district. Development in an MU zoning district requires a detailed site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that are set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development. The following is a review of the zoning ordinance requirements:

### Use:

The intent of the MU district is to encourage a variety of housing types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. Therefore, MU zoning permits a variety of uses ranging from neighborhood commercial to office to single-unit homes to condominiums and multi-unit dwellings. The subject property is part of Pinnacle Prairie Master Plan (See image to the right for reference) and it is designated to be developed as Mixed Use property. City's Future Land Use Map closely follows the Pinnacle Prairie Master Plan. A standard planning practice is to create a gradual transition of development intensity from single unit development to higher density residential to neighborhood-serving commercial and mixed-uses. The proposed Pinnacle Prairie senior living facility will serve as a transition in development intensity and is consistent with the City's Future Land Use Map. **The proposed senior living facility is a permitted use in this area and also consistent with the approved Pinnacle Prairie Master Plan.**



### Building Location:

In the MU Zoning District, minimum setback area consisting of open landscaped green space measuring 30 foot in width shall be established around the perimeter of the development site. No structures or parking areas are permitted in the said setback area. The minimum setback area may be reduced to 20 feet on tracts measuring less than ten acres in area subject to review and recommendation by the planning and zoning commission and city council. In this case, the subject property being just less than 6 acres, the latter rule will be applicable. Because the proposed building height is 40 feet, 5 feet more than the standard height allowance, therefore 1 feet of additional setback for every 1 feet additional height above 35 feet will have to be provided as a perimeter setback to meet the exception as per MU district guidelines. Therefore minimum required perimeter building setback from the site boundary is 25 feet in the case of proposed site plan. The proposed building setbacks are 59.41' north; 27.6' west; 55.47' south and 57.62' east. All the proposed parking areas are located outside the required perimeter setback of 20 feet. **Setbacks satisfied.**

**Parking:**

The parking requirement for senior living facilities in Cedar Falls is 1.5 stalls for every dwelling unit and one stall for every two employees. The parking requirement for nursing homes is one parking stall for every 5 beds. The proposed senior living facility will include 32 memory care units, 77 assisted living units including 27 carefree living units and 1 guest unit. The parking requirement is listed in the following table:

Type of Use	Parking Requirement	No. of Beds/Units	Required Parking	Total
Memory Care	1 stall/5 beds	32 Beds	6.4 stalls	7
Employees	1 Stall/2 Employees	36 Employees	18 stalls	18
Assisted Living	1 stall/5 beds	49 Beds	9.8 stalls	10
Carefree Living	1.5 stalls/unit	27 rooms & 1 guest rooms	42 stalls	42
			Total Required Parking	77
			Parking Provided	93

The parking areas are situated off of Prairie Parkway and located south, east, and north of the building along the internal access drive. The petitioner states that there is enough parking stalls to accommodate employees, visitors and residents.

All parking areas are well screened from the adjacent streets and lots. Out of 93 parking stalls, 16 stalls are placed just east of the Memory Care unit along the internal drive, 6 stalls are placed just north of the Memory Care unit and the remainder 71 stalls are provided south of the commons area. There is provision of 5 Handicapped stalls, which are placed next to the main entrance area for easy accessibility. The parking area will be accessed by an internal two-way drive. **Parking requirements satisfied.**

**Open Green Space/Landscaping:**

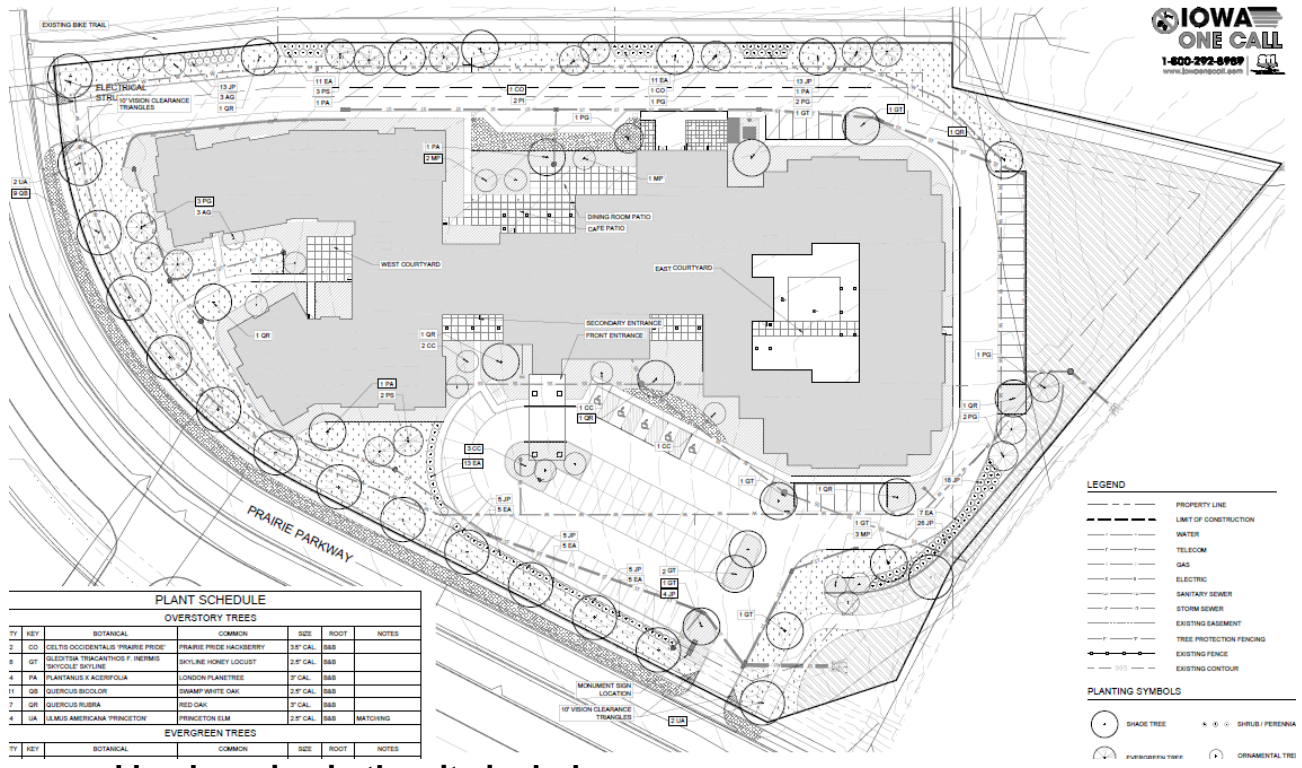
The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required district setbacks. The development site is 5.54 acres or 241,366 square feet. The proposed site plan offers 2.68 acres or 116,873 square feet (48.5%) of open space. The minimum required open space area for this lot is approximately 24,136 square feet. When deducting the driveways and parking areas for this property the open space provided for the site is 57,493 square feet. **The open green space requirement is met.**

In addition to the green space requirement the MU district has a landscaping requirement of 0.02 landscaping points per square foot of total development site area. For a 241,366 square feet lot, 4,827 landscaping points are needed. The proposed landscaping plan is proposing to provide 6,640 landscaping points. The proposed landscaped areas will be distributed throughout the development site.

The MU District also requires 0.75 landscaping points for street trees per linear foot of public street frontage. This development is required to provide 525 (700 feet x 0.75) landscaping points worth of street trees. In response, developer will plant 14 overstory street trees amounting to 1,120 points.

Apart from this, parking lot screening and landscaping requirements will also be applicable. Minimum 1 overstory tree for every 15 parking stalls or every 2,500 sq. of parking space should

be provided. For total of 93 parking stalls, 7 overstory trees are required. In response developer has proposed to plant 8 overstory trees. For screening the parking areas from public view, shrubs are provided in the periphery of parking areas. **Landscaping and screening requirements are satisfied.**



**Proposed landscaping in the site includes:**

- All parking areas will be screened from public view with shrubs around it.
- Café patio and dining room patio areas in the commons area will be planted with overstory and ornamental trees.
- Red oak and ornamental trees will be planted near the main entrance to the commons area.
- Ornamental trees, evergreen trees and red oak trees will be placed in the west courtyard located between the assisted living areas of the building facing Prairie Parkway.
- A 20-foot landscape buffer along the north property line will be screened with shrubs, overstory trees, evergreen trees and ornamental trees. This will provide a landscaping buffer between the senior living facility and the property to the north.
- The entire periphery of the building will have shrubs/perennial plantings.
- Native prairie grasses will be placed along the eastern and southern areas of the property.
- Lawn area will be placed along western and northern property lot lines.

**Building Height:**

The maximum building height allowed in this district is 35 feet or three stories, whichever is less. In the MU district, buildings may increase in height if the setback is increased by 1 foot for every additional foot of height on the building. The proposed building will be one to three stories in height for a total height of 40 feet. To allow for the additional 5 feet of building height, the building is setback with an additional 6 feet perimeter setback.



The proposed building is situated from its lowest height at the east end of the site to its tallest point at the west end of the site. A berm will be installed along the westerly property line beginning from the north side of the storm sewer and continuing northward. The site will be graded, with some cut on western side of the site and some fill on eastern side of the site so that site is flattened for the building and site construction. **Building height satisfied.**

**Building Design:**

The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures within the MU District. Below are a set of images showing the character of neighboring buildings and developments within the MU District. The height in the surrounding area ranges from one and half to four stories. Architectural characteristics of surrounding building are mix of Prairie Style and modern styles. All the neighboring properties including the subject property are part of MU, Mixed Use Residential Zoning District and also part of Pinnacle Prairie Master Plan. Building design should respond both to MU District zoning standards and Pinnacle Prairie Master Plan design guidelines.



**Western Home communities 6<sup>th</sup> Addition**



**Village Cooperative of Cedar Falls Housing for 55+ communities.**



### Unity Point Clinic

*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.*

The MU District allows a variety of housing types and neighborhood commercial land uses. The property in question has duplex residential development to the west. There are condominium apartments along the northeast site boundary and a health clinic in the south eastern proximity to the site. Two-story buildings are typical for this area with one and half story residential units west of the proposed site, three-story condos abutting northeast corner of the proposed site and a four-story health clinic southeast of the site.

The proposed senior living facility will be one to three stories in height. The one story (approx. 25 feet in height) section and the three story (approx. 40 feet in height) section of the building will be closest to Prairie Parkway across the street from the existing residential dwellings on the west side of the street. The site will be graded with excavation on the western side of site and filling on eastern side of the site so that the building development occurs more or less on a flat surface. The proposed building will be similar in height to the multi-dwelling building located northeast of the site.

The design of the building includes an array of windows on all sides. The central part of the building provides a covered entrance canopy for vehicle pick up and drop off. There are ground to eave window openings, ribbon windows along with a mixture of single, double and triple wide windows around the building. These features are found in other surrounding buildings. **Criterion met.**

*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.*

All neighboring residential developments and condominium apartments have pitched roofs whereas the health clinic has a flat roof. The proposed senior living buildings will incorporate a

blend of pitched and flat roofs. **Criterion met.**

*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 proposed building has a harmonious building pattern for each section. The entries are recessed from primary building line of the structure. There are covered porches in the central portion of the building for both entrance area and gathering space that the tenants can use. The pitch in the commons area is slightly elevated than other commons and memory care unit areas. The outdoor patio area in the northern section is lined with wooden screens and metal pergola to provide nice semi-covered areas for tenants to enjoy. The pattern around the entire perimeter of the building is a unique combination of horizontal and vertical fiber cement panels in two different colors and manufactured stone materials.

Windows and doors in the building have stone sill and stone bands to give a unique break of continuous building façade. The windows and doors create a nice pattern around the building. Again, these design features are found on other buildings in this MU District. **Criterion met.**

*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.*

The proposed senior living facility includes a number of materials that make up the exterior portion of the facade. The lower portion of the building is covered with a manufactured stone material and is then merged with fiber cement siding and “vintagewood” fiber cement panels in the upper areas. Sections of manufactured stone facades are placed up to three stories high in the assisted living area of the building and are capped with stone bands. Areas of the facades with vintagewood fiber cement horizontal and vertical panels provide a great contrast to the stone façade. The pitched roofs in the building are capped with aluminum coping and are covered with a standing seam metal roof.

Pitched roofs in the building have aluminum coping in the perimeter while the flat roofs have fiber cement fascia board, this will provide a clear distinction of roof areas and building facades. The flat roofs in the building are slightly cantilevered from the building façade to provide a good distinctive breakage between the building façade and roofs of the building. The proposed materials are consistent with materials used within the district. **Criterion met.**

*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.*

The proposed buildings will be covered with fiber cement siding of in two different brown colors, both vertical and horizontal vintagewood fiber cement panels resembling color of wood. The manufactured stone is ivory and the roof shingles are dark brown in color. Overall color pattern resembles earthen color pallet. The use of a neutral color is consistent with the area. **Criterion met.**



*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.*

There are a number of architectural elements on the proposed senior living facility that resemble a prairie style of architecture. The wide eaves are typical of this style. There are exposed aluminum copings, stone bands both in lintel and sill areas of the building and fiber cement fascia of flat roofs creates a distinctive prairie style building. Outdoor courtyards allow tenants to explore wide visual surroundings and celebrate community space. A drive through canopy that extends out supported with two columns covered with stone work provides shelter from the elements and a distinctive entrance feature to this prairie style building. The roof line is broken up and the front walls are setback in places to create both visual horizontal and vertical breaks. Stone bands are provided around the entire periphery of the building to create a unique breakage of continuous fiber cement facades. These architectural elements can be found in other buildings in the area. **Criterion met.**



**Main Entrance area**



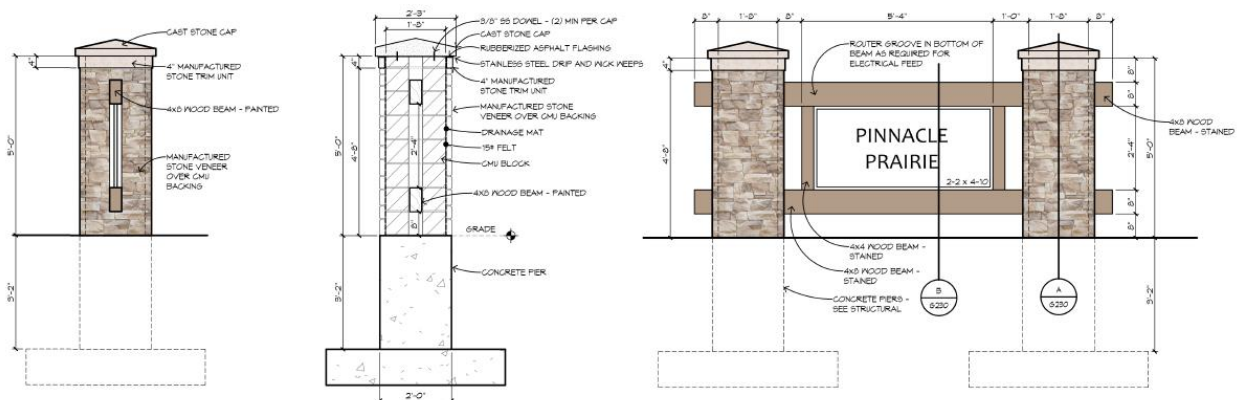
**Memory Care area**



## Assisted living area

### Signage:

As shown on the submitted drawings, one monument sign will be installed along Prairie Parkway, placed next to the access drive on the southwest area of the site. The monument sign is nicely supported by two stone columns with stone coping and horizontal wooden beams. The dimensions and area of the monument sign meets the district requirements.



### Access locations / Sidewalks:

Site is equipped with two driveway locations for the site. Both the driveways are off of Prairie Parkway and are right-in / right-out only because there is a median along Prairie Parkway that prevents full access. The master plan anticipated this limited access. The driveway leading to main entrance area is located in the southwest corner of site.

Site will also be accessed by pedestrian means. A 5 foot sidewalk will be constructed along eastern edge of Prairie Parkway and will be extended to connect with the sidewalk at the intersection of Green Creek Road. Pedestrian walkways are extended to provide access to and around the various buildings on the site and to all entrances. In addition, a section of sidewalk will also be extended from the north courtyard of the building to the Pinnacle Prairie public trail running along the northern boundary of the site. All sidewalks placed within the senior living campus and bordering Prairie Parkway are 5 feet wide.

In addition, as per the Pinnacle Prairie Master Plan, developer will also be extending the existing 10-foot wide Pinnacle Prairie public trail from the existing northeastern edge of site to connect



with the sidewalk along Prairie Parkway.

**Infrastructure Improvements:**

**Stormwater:** A private storm sewer network will be established onsite to collect and convey stormwater from the site into the exiting Greenhill Road Detention facility that was previously established prior to this development. This property is already under the benefited property of the established Maintenance and Repair Agreement by the previous land owners.

**Sanitary Sewer:** A private storm sewer network will be established onsite to collect and convey sanitary sewer from the proposed building to the public sanitary network located along the southeastern boundary of the property.

**Street Improvements:** As part of the development, access points will need to be established for the property for along the north bound lanes of the exiting Prairie Parkway pavement. Sidewalk and trail improvements will be made along Prairie Parkway where existing infills are required to connect to adjacent properties.

**Other Site Elements:**

Details of the site elements are enclosed in the packet. Site will be equipped with trash enclosure (20' x 10'), generator enclosure (20' x 28') and a transformer pad. All of these areas are located just north of commons area. Both the enclosures will be framed with composite decking material with diagonal bracing and will be up to 10 feet in height.

The site lighting will include LED luminaires mounted on varying heights of 18' and 20' tall square bronze aluminum pole for the parking lot and driveway around the building. Small bollard lights or pathway lights at 36" in height will be placed along the walking paths and by the building. These lights will also be placed next to internal sidewalks for additional safety and easy accessibility in the night time. These are downcast lights that do not project outward into the neighboring properties. Site lighting plan has been provided in the packet for additional reference.



**TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. All utilities including water, electric, gas and communications are available to the site in accordance with CFU service policies from Prairie Parkway. Developer is responsible for the construction of a properly sized water system. The public sidewalk along Prairie Parkway will be 5 feet wide and installed in conjunction with the construction of the building. The water main and service to the property will be owned, installed, and maintained by the developer/owner, including the fire sprinkler service and all fire hydrants required by the Cedar Falls Public Safety Department. The developer will need to work with CFU regarding final locations of the water, electric, gas and communications utilities.

A courtesy notice to adjoining property owners was mailed on December 15, 2020.

**STAFF RECOMMENDATION** The Community Development Department recommends approval of the proposed site plan with in conformity with approval of proposed final plat with the following stipulation:

- 1) Establishment of cash escrow is in place for the agreed upon contribution toward the improvements in the Prairie View/Prairie Parkway roundabout and for the improvements at the terminus of Goldenrod prior to issuance of a building permit for the proposed Senior Living Facility.
- 2) Conform to all city staff recommendations and technical requirements.

Note: Site plan cannot be approved prior approval of final plat.

**PLANNING & ZONING COMMISSION**

Introduction 12/22/2020 Mr. Holst introduced the item and Mr. Atodaria provided background information. He explained that the site plan is for the property discussed in the previous item and stated the area is 5.54 acres. He discussed the senior living center and wetland, floodplain and drainage easement proposed for the tracts. He also provided information with regard to height and setbacks for the proposed building, which are all allowed in the MU zoning district. He also discussed vehicular and pedestrian access, noting that these connections are in line with the master plan. Mr. Atodaria provided a rendering of the landscaping plan and discussed the landscaping points, and the mixture of trees, shrubs and prairie grass proposed. He then talked about the storm sewer collection and outlets and parking requirements. He also discussed the three sections of the building (assisted living, commons area and memory care), the façade elements, site lighting, dumpster enclosure and monument signage. He noted that the site plan is just being presented for discussion at this time.

Mr. Holst commented that there were letters received right before the meeting from neighbors who had concerns with the project. Ms. Lynch asked if there has been any traffic study done in the area with regard to the median. Ms. Howard stated that it was studied when the design was originally done and was noted in the master plan that this lot would only have right in/right out traffic.

Mr. Leeper asked if the project meets the requirements for visibility and distance from intersections as those concerns were stated in the letters. Ms. Howard stated that it was studied at the time the master plan was approved and that more information can be brought back from the city engineer at the next meeting.

The discussion was closed and will be continued at the next meeting.

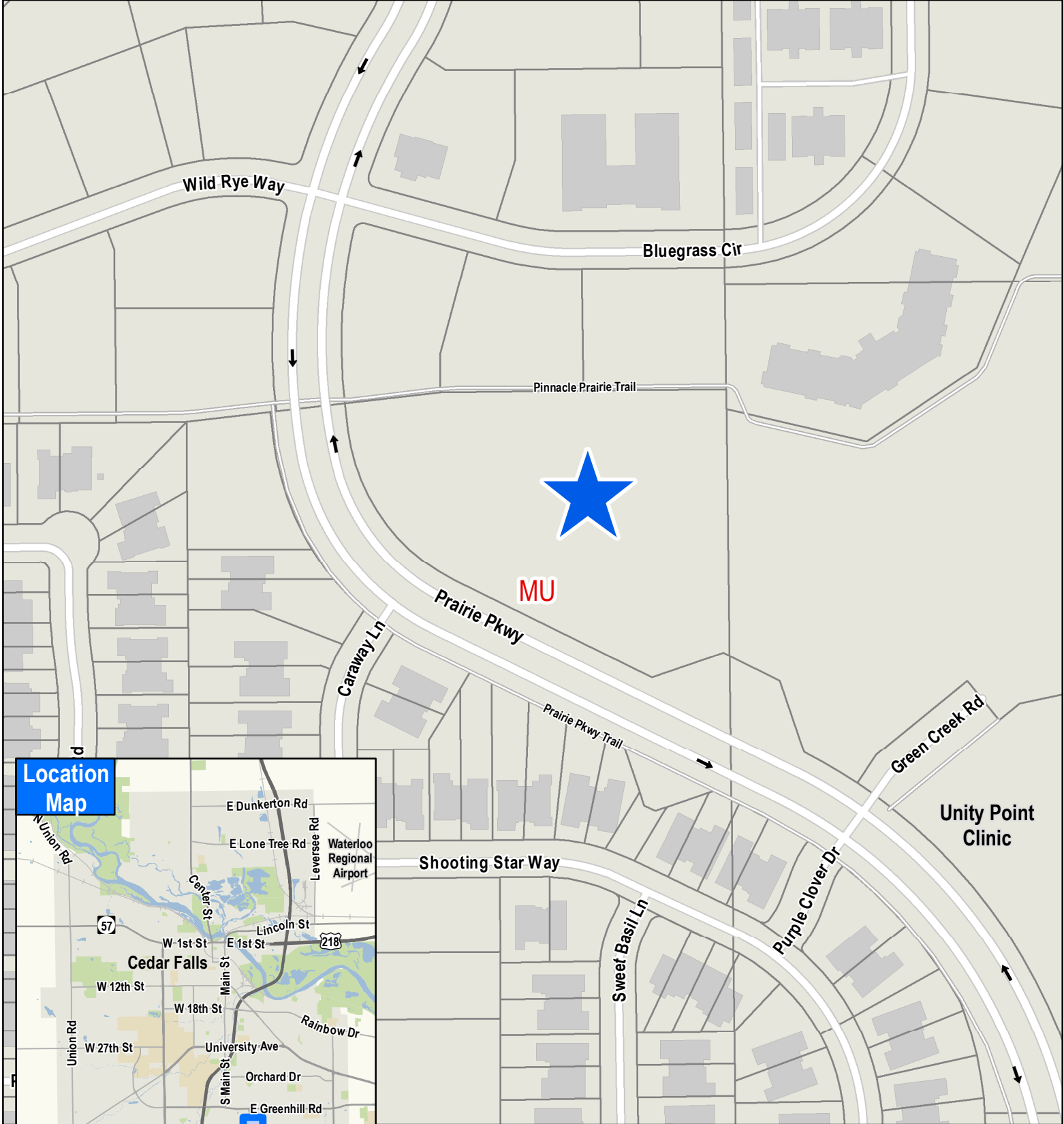
Discussion  
&  
Vote  
1/13/2021

Chair Leeper introduced the item and Mr. Atodaria explained that the site plan was discussed at the last meeting as well. He briefly discussed what was presented at that time, explaining that a senior living facility is proposed on a 5.54 acre lot and that it is in line with the master plan. He again discussed the height, setbacks and access, as well as the landscaping plan. He explained that the utilities and parking all meet or exceed requirements. He provided a rendering of the three wings that are proposed on the property as well as façade elements proposed. He showed the proposed site lighting, dumpster and monument sign plans noting they all meet requirements as well. Staff recommends approval of the proposed site plan with conformance to the stipulations on the proposed final plat.

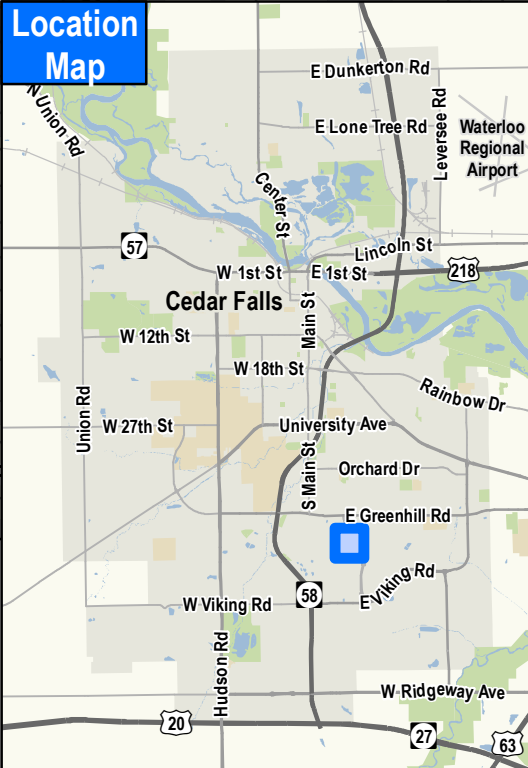
Mr. Schrad stated concerns brought forward by neighbors in the area. They are concerned about the speed on Prairie Parkway and the fact that this will be a right-in/right-out access. He asked if there is a way to slow the traffic by adding a roundabout at Caraway Lane. He stated that he likes the layout and the plan, but the traffic is a concern. Nick Bettis explained that a traffic study was done that called for only the right-in/right-out access for the property.

Ms. Prideaux indicated that she is satisfied if the access is consistent with the traffic study.

Ms. Saul made a motion to approve the item. Mr. Schrad seconded the motion. The motion was approved unanimously with 7 ayes (Hartley, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.



**Location Map**

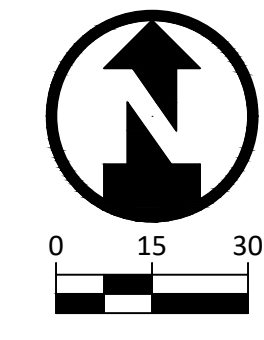


**Pinnacle Prairie Senior Living Facility  
Site Plan**

312



# SITE PLAN PINNACLE PRAIRIE SENIOR LIVING IN THE CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA

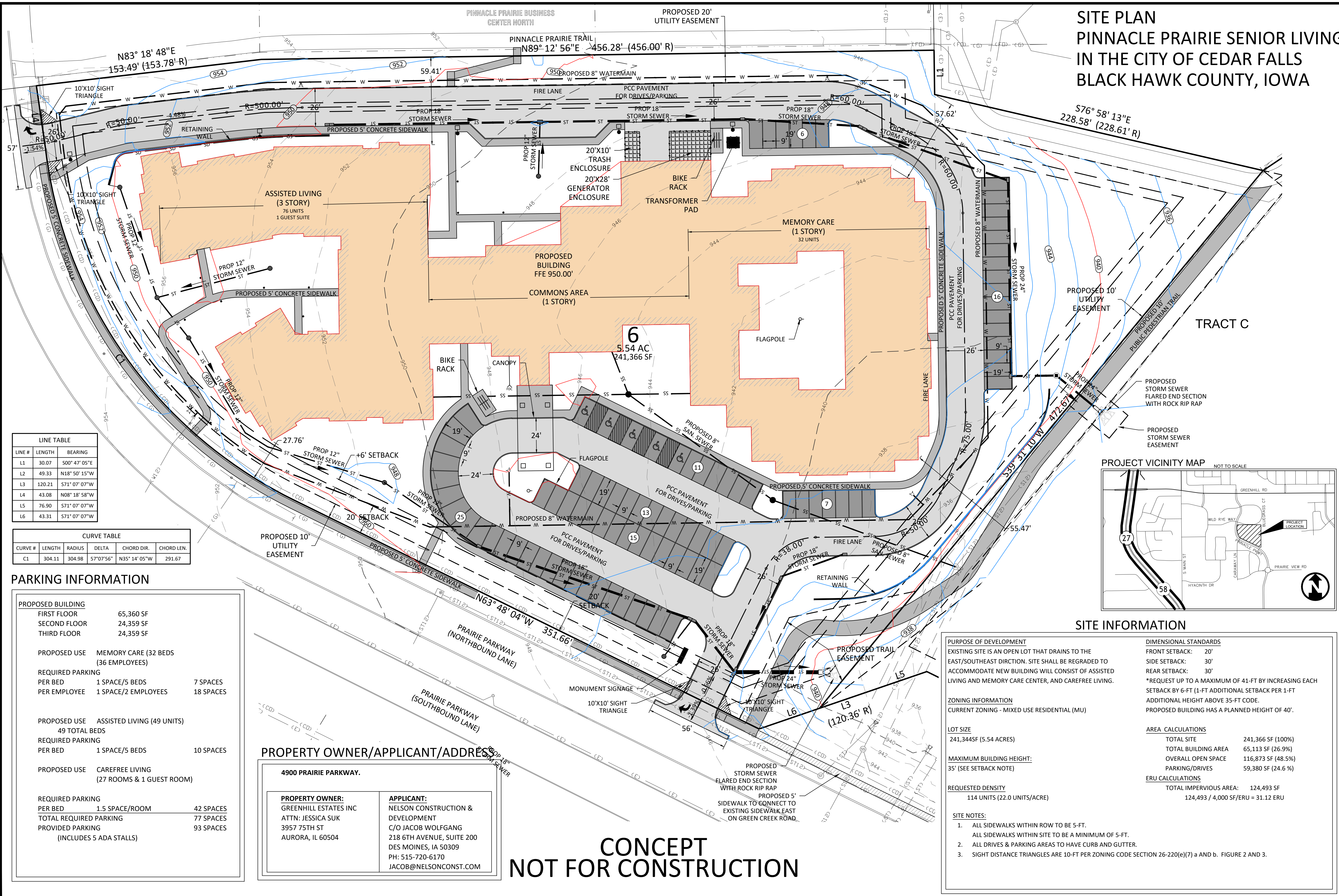


REV	DATE	DESCRIPTION OF CHANGES

ISSUED FOR:	REVIEW	DATE ISSUED:	CURRENT REV:

PROJECT NAME:	PROJECT NUMBER:	PROJECT NO.:	PROJECT MANAGER:
PINNACLE PRAIRIE	C2.00	200016	BETTIS

ISSUED FOR:	REVIEW	DATE ISSUED:	CURRENT REV:



LINE #	LENGTH	BEARING
L1	30.07	S00°47'05"E
L2	49.33	N18°50'15"W
L3	120.21	S71°07'07"W
L4	43.08	N08°18'58"W
L5	76.90	S71°07'07"W
L6	43.31	S71°07'07"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	304.11	304.98	57°07'56"	N35°14'05"W	291.67

### PARKING INFORMATION

PROPOSED BUILDING	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
	65,360 SF	24,359 SF	24,359 SF

PROPOSED USE	MEMORY CARE (32 BEDS (36 EMPLOYEES))	REQUIRED PARKING
PER BED	1 SPACE/5 BEDS	7 SPACES
PER EMPLOYEE	1 SPACE/2 EMPLOYEES	18 SPACES

PROPOSED USE	ASSISTED LIVING (49 UNITS) 49 TOTAL BEDS	REQUIRED PARKING
PER BED	1 SPACE/5 BEDS	10 SPACES

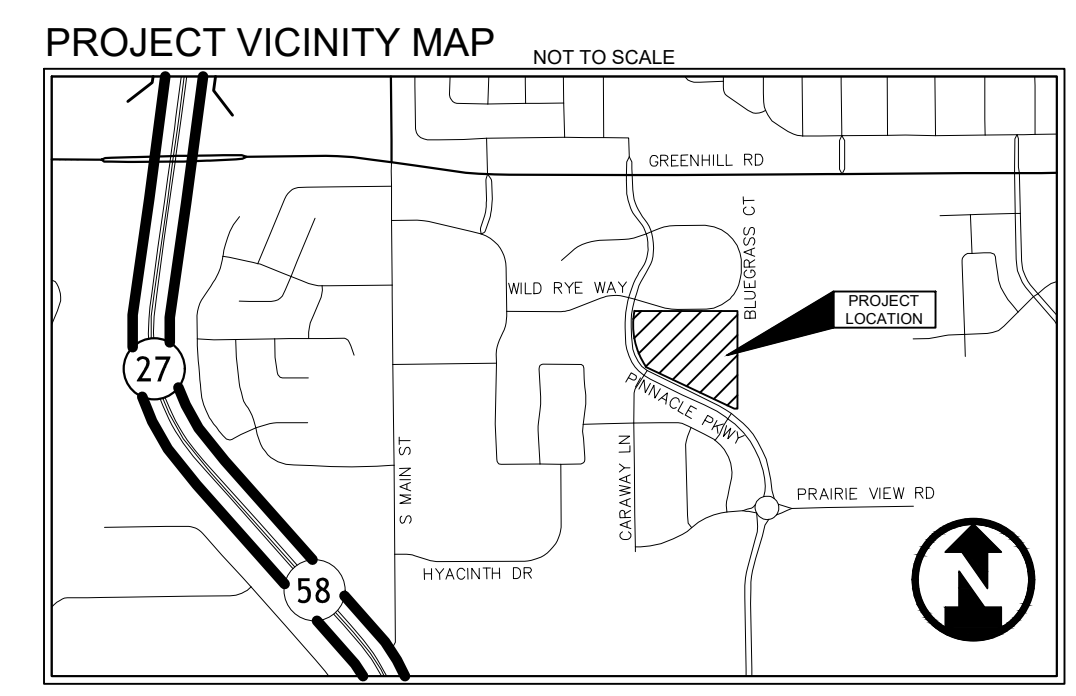
  

PROPOSED USE	CAREFREE LIVING (27 ROOMS & 1 GUEST ROOM)	REQUIRED PARKING
PER BED	1.5 SPACE/ROOM	42 SPACES
TOTAL REQUIRED PARKING		77 SPACES
PROVIDED PARKING (INCLUDES 5 ADA STALLS)		93 SPACES

### PROPERTY OWNER/APPLICANT/ADDRESS

4900 PRAIRIE PARKWAY.	
<b>PROPERTY OWNER:</b> GREENHILL ESTATES INC ATTN: JESSICA SUK 3957 75TH ST AURORA, IL 60504	<b>APPLICANT:</b> NELSON CONSTRUCTION & DEVELOPMENT C/O JACOB WOLFGANG 218 6TH AVENUE, SUITE 200 DES MOINES, IA 50309 PH: 515-720-6170 JACOB@NELSONCONST.COM

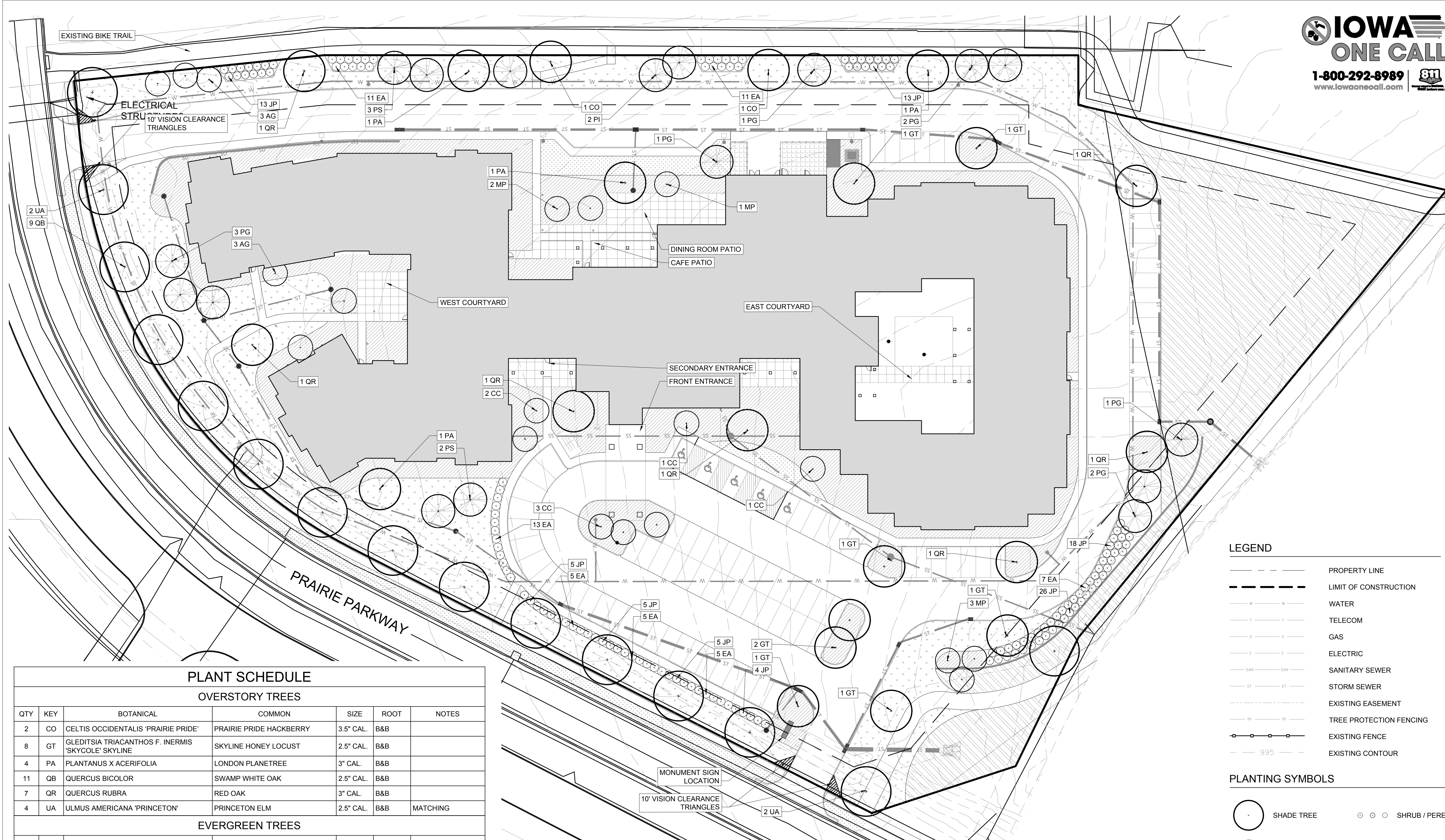
## CONCEPT NOT FOR CONSTRUCTION



### SITE INFORMATION

PURPOSE OF DEVELOPMENT	DIMENSIONAL STANDARDS
EXISTING SITE IS AN OPEN LOT THAT DRAINS TO THE EAST/SOUTHEAST DIRECTION. SITE SHALL BE REGRADED TO ACCOMMODATE NEW BUILDING WILL CONSIST OF ASSISTED LIVING AND MEMORY CARE CENTER, AND CAREFREE LIVING.	FRONT SETBACK: 20' SIDE SETBACK: 30' REAR SETBACK: 30' *REQUEST UP TO A MAXIMUM OF 41-FT BY INCREASING EACH SETBACK BY 6-FT (1-FT ADDITIONAL SETBACK PER 1-FT ADDITIONAL HEIGHT ABOVE 35-FT CODE. PROPOSED BUILDING HAS A PLANNED HEIGHT OF 40'.
ZONING INFORMATION	AREA CALCULATIONS
CURRENT ZONING - MIXED USE RESIDENTIAL (MU)	TOTAL SITE 241,366 SF (100%) TOTAL BUILDING AREA 65,113 SF (26.9%) OVERALL OPEN SPACE 116,873 SF (48.5%) PARKING/DRIVES 59,380 SF (24.6%)
LOT SIZE	ERU CALCULATIONS
241,344SF (5.54 ACRES)	TOTAL IMPERVIOUS AREA: 124,493 SF 124,493 / 4,000 SF/ERU = 31.12 ERU
MAXIMUM BUILDING HEIGHT:	
35' (SEE SETBACK NOTE)	
REQUESTED DENSITY	
114 UNITS (22.0 UNITS/ACRE)	
SITE NOTES:	
1. ALL SIDEWALKS WITHIN ROW TO BE 5-FT. ALL SIDEWALKS WITHIN SITE TO BE A MINIMUM OF 5-FT. 2. ALL DRIVES & PARKING AREAS TO HAVE CURB AND GUTTER. 3. SIGHT DISTANCE TRIANGLES ARE 10-FT PER ZONING CODE SECTION 26-220(e)(7) a AND b. FIGURE 2 AND 3.	





**PLANT SCHEDULE**

**OVERSTORY TREES**

QTY	KEY	BOTANICAL	COMMON	SIZE	ROOT	NOTES
2	CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE HACKBERRY	3.5" CAL.	B&B	
8	GT	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE' SKYLINE	SKYLINE HONEY LOCUST	2.5" CAL.	B&B	
4	PA	PLANTANUS X ACERIFOLIA	LONDON PLANETREE	3" CAL.	B&B	
11	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B	
7	QR	QUERCUS RUBRA	RED OAK	3" CAL.	B&B	
4	UA	ULMUS AMERICANA 'PRINCETON'	PRINCETON ELM	2.5" CAL.	B&B	MATCHING

**EVERGREEN TREES**

QTY	KEY	BOTANICAL	COMMON	SIZE	ROOT	NOTES
2	PI	PICEA ABIES	NORWAY SPRUCE	6'-8" HT	B&B	
10	PG	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	8'-10" HT	B&B	
5	PS	PINUS STROBUS	WHITE PINE	6'-8" HT	B&B	

**ORNAMENTAL TREES**

QTY	KEY	BOTANICAL	COMMON	SIZE	ROOT	NOTES
6	AG	ACER GINNALA	AMUR MAPLE	1.5" CAL.	B&B	SPECIMEN
7	CC	CERCIS CANADENSIS	EASTERN REDBUD	2" CAL.	B&B	SPECIMEN
6	MP	MALUS 'PRAIRIE FIRE'	PRAIRIE FIRE CRABAPPLE	1.5" CAL.	B&B	SPECIMEN

**SHRUBS**

QTY	KEY	BOTANICAL	COMMON	SIZE	ROOT	NOTES
57	EA	EUONYMUS ALATUS 'COMPACTUS'	DWARF BURNING BUSH	24" HT	CONT	60" O.C.
90	JP	JUNIPERUS X PFITZERIANA 'SEA GREEN'	SEA GREEN JUNIPER	#3	CONT	60" O.C.

**LANDSCAPE REQUIREMENTS**

EXISTING ZONING: MU MIXED USE RESIDENTIAL DISTRICT  
 241,366 SF TOTAL SITE AREA x 0.02 = 4,827 REQUIRED POINTS  
 700 LF X 0.75 = 525 REQUIRED STREET TREE POINTS  
 TOTAL REQUIRED LANDSCAPE POINTS = 5,352

**OPEN SPACE**

PLANTING TYPE	QTY	PTS	TOTAL POINTS
OVERSTORY TREE (2" CAL)	22	80	1,760
STREET TREES	14	80	1,120
UNDERSTORY TREE (1.5" CAL)	19	40	760
CONIFER (8' HT)	17	90	1,530
SHRUBS (5 GAL)	147	10	1,470
<b>TOTAL POINTS</b>			<b>6,640</b>

**STREET TREES**

STREET TREE PLANTINGS: MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF FRONTAGE REQUIRED  
 700 LF X 0.75 = 525 POINTS  
 14 (2.5" CAL.) OVERSTORY STREET TREES PROVIDED = 14 X 80 = 1,120

**OFF-STREET PARKING SCREENING**

MINIMUM (1) OVERSTORY TREE FOR EVERY 15 PARKING STALLS OR EVERY 2,500 SF OF PARKING SPACE.

TOTAL PARKING STALLS = 93  
 93 / 15 = 6.2 REQUIRED OVERSTORY TREES  
 8 OVERSTORY TREES PROVIDED

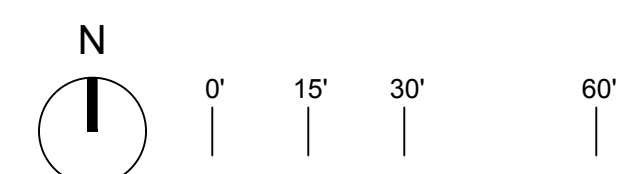
PARKING AREAS SHALL BE SCREENED FROM PUBLIC VIEW  
 SHRUBS PROVIDED FOR SCREENING: 98 SHRUBS

**LEGEND**

- PROPERTY LINE
- LIMIT OF CONSTRUCTION
- WATER
- TELECOM
- GAS
- ELECTRIC
- SANITARY SEWER
- STORM SEWER
- EXISTING EASEMENT
- TREE PROTECTION FENCING
- EXISTING FENCE
- EXISTING CONTOUR

**PLANTING SYMBOLS**

- SHADE TREE
- EVERGREEN TREE
- SHRUB / PERENNIAL AREA
- LAWN (SOD)
- SHRUB / PERENNIAL
- ORNAMENTAL TREE
- LAWN (SEED) UNITED SEED SUPERTURF II



CONSULTANTS:  
 OWNER:  
 NELSON CONSTRUCTION  
 218 6TH AVENUE, SUITE 200  
 DES MOINES, IOWA  
 P 515.457.9000  
 ARCHITECT  
 AG ARCHITECTURE  
 1414 UNDERWOOD AVE, SUITE 301  
 WAUWATOSA, WI  
 P 414.431.3131  
 CIVIL ENGINEER  
 AXIOM CONSULTANTS  
 60 E. COURT ST. #3  
 IOWA CITY, IOWA  
 P 319.519.6220

TITLE & LOGO  
 PINNACLE PRAIRIE  
 PRAIRIE PARKWAY  
 CEDAR FALLS, IOWA

KEY MAP

NO. DATE KEY MAP

**PRELIMINARY  
 NOT FOR CONSTRUCTION**

PRINCIPAL IN CHARGE PROJECT MANAGER

PROJECT TEAM MEMBERS

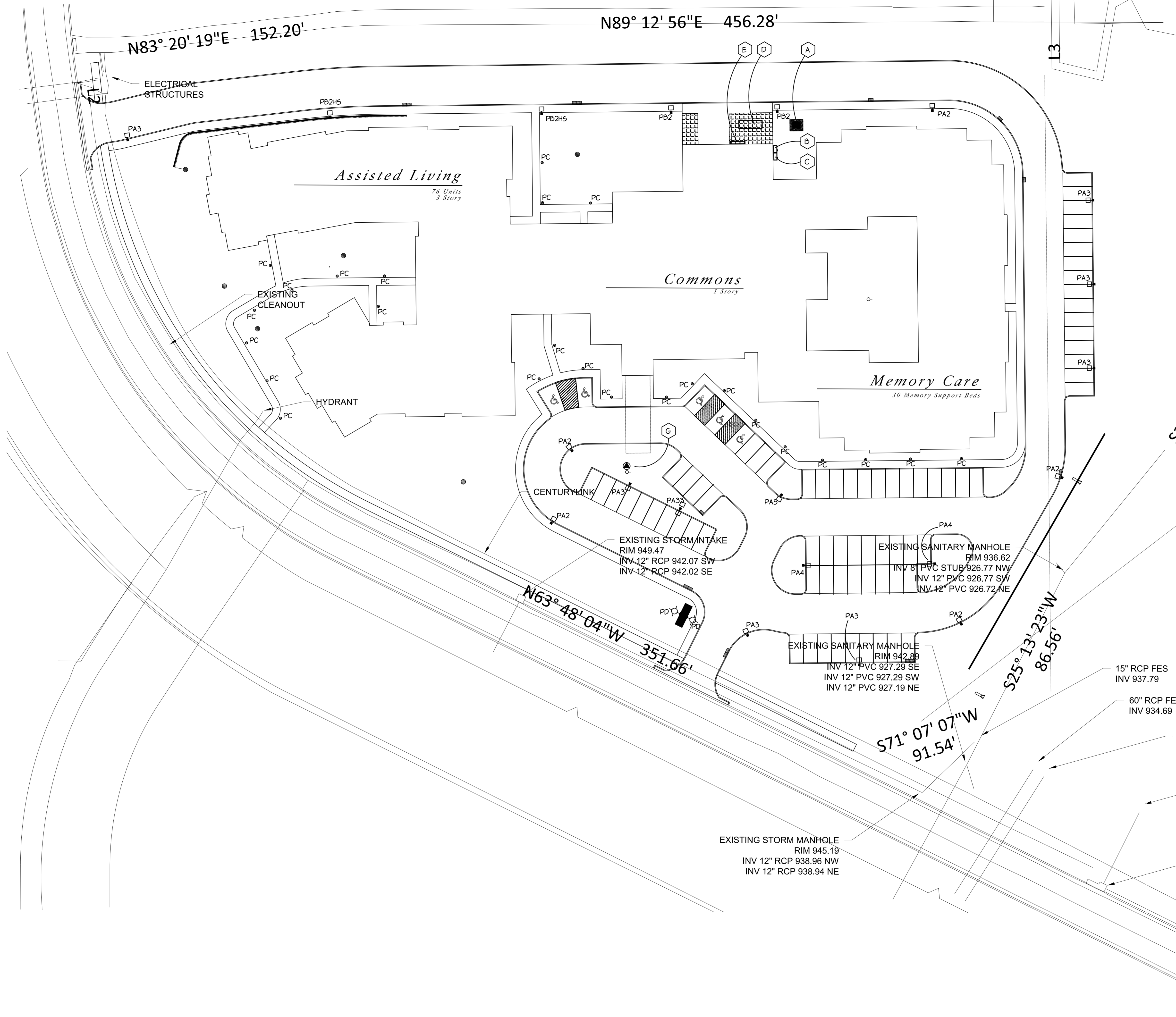
CHECK

**OVERALL PLANTING PLAN**

PROJECT NO.  
 20-011  
 MILESTONE  
 CITY SUBMITTAL  
 DATE  
 10/16/2020

SHEET NO.





KEYED NOTES THIS SHEET ONLY:

- A** NEW 120/208V- 3Ø PAD MOUNTED TRANSFORMER CONCRETE PAD AND FOUNDATION BY GENERAL CONTRACTOR PER UTILITY SPECIFICATIONS
  - B** NEW 120/208V- 3Ø - 3000 AMP SERVICE TERMINATION W/ C/T AND METER BY UTILITY CONCRETE PAD AND FOUNDATION BY GENERAL CONTRACTOR
  - C** NEW 120/208V- 3Ø- 2500 AMP SERVICE TERMINATION W/ C/T AND METER BY UTILITY CONCRETE PAD AND FOUNDATION BY GENERAL CONTRACTOR
  - D** NEW STANDBY DIESEL GENERATOR - 450 KW / 500 kVA 208V - 3Ø W/ 1600A SERVICE TYPE DISCONNECTS - 1600A / 3Ø - EMERGENCY POWER SERVICE TYPE BREAKER PROVIDE SUB BASE TANK W/ 24 HR RUN CAPACITY LEVEL 2 SOUND ENCLOSURE AND SILENCER
  - E** GENERATOR ENCLOSURE TO HAVE THE FOLLOWING ON EMERGENCY POWER CIRCUITS SUPPLIED FROM HOUSE PANEL 'EG' - (4) WP/GFCI DUPLEX RECEPTACLES CIRCUIT (EG-3) - (4) FIXTURES TYPE 'DD' W/ WATER PROOF SWITCH AT ENTRY TO ENCLOSURE CIRCUIT (EG-1) - (3) FIXTURES TYPE 'EB' EMERGENCY LIGHTING CONTINUOUS POWER CIRCUIT (EG-5)
  - F** NEW GAS METER -
  - G** FLAG POLE - PROVIDE POLE TOP DOWNLIGHTING FIXTURE. FIXTURE TO BE SUPPLIED W/ INTEGRAL SOLAR PANEL, 12 HR. BATTERY AND PHOTO-CELL ON/OFF CONTROL. ALT. - TOP OF POLE SWIVEL TYPE LED FIXTURE 120V - 1P CIRCUIT
  - PA** SITE AREA LIGHTING - FIXTURE TYPE 'PAX' SINGLE HEAD ON A SINGLE 14' HIGH STRAIGHT ALUMINUM POLE W/ CONCRETE BASE - 24" ABOVE FINISH GRADE NORMAL POWER
  - PAX** SITE AREA LIGHTING - FIXTURE TYPE 'PAXX' DOUBLE HEAD ON A SINGLE 14' HIGH STRAIGHT ALUMINUM POLE W/ CONCRETE BASE - 24" ABOVE FINISH GRADE NORMAL POWER
  - PBX** SITE AREA LIGHTING - FIXTURE TYPE 'PBX' SINGLE HEAD ON A SINGLE 16' HIGH STRAIGHT ALUMINUM POLE W/ CONCRETE BASE - 1" ABOVE FINISH GRADE NORMAL POWER
  - PC** SITE AREA LIGHTING - FIXTURE TYPE 'PC' SINGLE HEAD ON A SINGLE 16' HIGH STRAIGHT ALUMINUM POLE W/ CONCRETE BASE - EMERGENCY POWER
- NOTE:  
 'X' - OPTICAL DISTRIBUTION PATTERN OF THE FIXTURE  
 'HS' - HOUSE SIDE SHIELD  
 'PAX' - COOPER LIGHTING - MCGRAW-EDISON GLEON-AF-03-LED-EI-SL-X-7050 14' STRAIGHT ALUMINUM POLE MOUNTED ON 24" CONCRETE BASE - EXTENDING 24" A.F.G. 166W - 18591 LUMENS 70CRI - 3000K  
 'PBX' - COOPER LIGHTING - MCGRAW-EDISON GLEON-AF-03-LED-EI-SL-X-7050 16' STRAIGHT ALUMINUM POLE MOUNTED ON 24" CONCRETE BASE - EXTENDING 1" A.F.G. 166W - 18591 LUMENS 70CRI - 3000K  
 'PC' - CREE LIGHTING - EDGE SERIES BNY-EDG-2M-P3-02-E-UL-BZ-350 16' STRAIGHT ALUMINUM POLE MOUNTED ON 24" CONCRETE BASE - EXTENDING 1" A.F.G. 166W - 18591 LUMENS 70CRI - 3000K  
 'PD' - KIM LIGHTING - SIGN MOUNTED WALL WASH W/ KNUCKLE MOUNT, 12" PIPE EXTENSIONS AND FIXED HOOD 4348P70 32-3KLV 00 PH48 KNUCKLE MOUNT ON THREADED PIPE - MOUNT FIXTURES TO BOTH SIDES OF THE SIGN TOP RAIL PROVIDE JUNCTION BOX AND WEATHER TIGHT CONDUIT 74W - 4563 LUMENS 70CRI - 3000K

Pinnacle Prairie Senior Living Cedar Falls



1414 UNDERWOOD AVE. WAUWATOSA, WI 53213 414.431.3131 TEL 414.431.0531 FAX WWW.AGARCH.COM Architecture Engineering Planning

REVISIONS

SCHEMATIC DESIGN NOT FOR CONSTRUCTION

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DRAWN BY TJL/TAR DATE 24 AUGUST 2020 PROJECT 200401 SHEET NO. 315

PLAUT PARRISH TERRY, FILE # 20200401, 1500 WEST WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233, TEL: 414.331.3131, FAX: 414.431.0531, WWW.AGARCH.COM



EXTERIOR ELEVATION GENERAL NOTES

- 1. PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPOUTS WHICH SPILL ONTO GRADE OR ROOFS.
- 2. ALL CONDUIT, METERS, VENTS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
- 3. GUTTERS AND DOWNSPOUTS ARE PREFINISHED ALUMINUM.

EXTERIOR ELEVATION KEY NOTES:

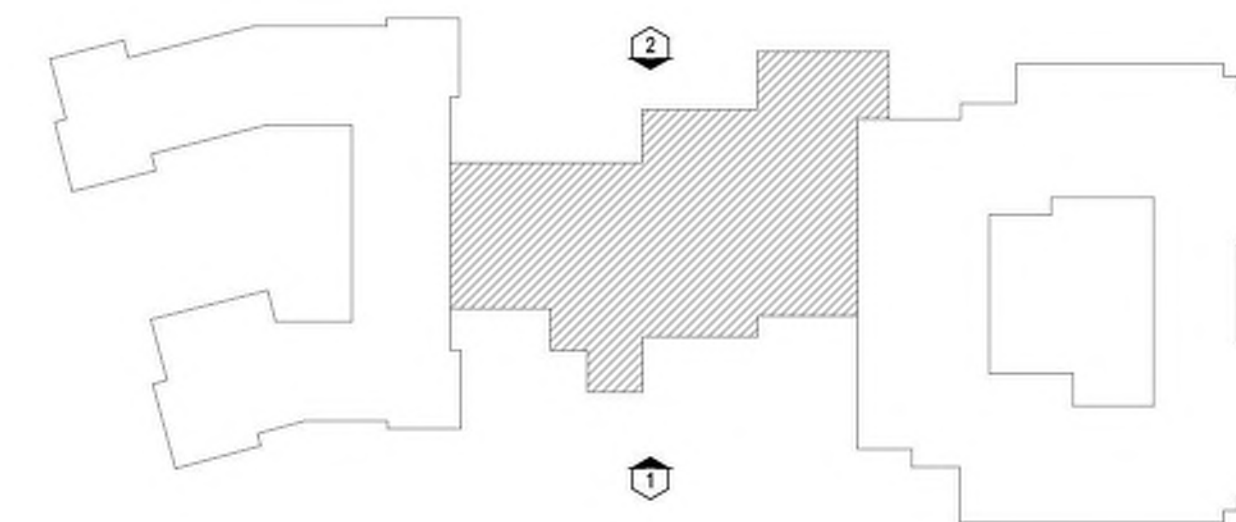
- MR STANDING SEAM METAL ROOF
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- FP1 FIBER CEMENT PANELS - COLOR A
- FP2 FIBER CEMENT PANELS - COLOR B
- A THREE DIMENSIONAL ASPHALT SHINGLES
- MS MANUFACTURED STONE
- X1 NICHHA VINTAGEWOOD FIBER CEMENT PANEL - HORIZONTAL
- X2 NICHHA VINTAGEWOOD FIBER CEMENT PANEL - VERTICAL



2  
A5001  
COMMONS BACK



1  
A5001  
COMMONS



CLERESTORY TRUSS BEARINGS ELEVATION = 125'-0"  
 COMMONS TOP OF PARAPET ELEVATION = 120'-0"  
 COMMONS TOP OF PARAPET ELEVATION = 115'-0"  
 FIRST FLOOR TOP OF CONCRETE ELEVATION = 100'-0"

23 NOV 2020



*Pinnacle Prairie*  
 1/8" EXTERIOR ELEVATIONS  
*Cedar Falls, Iowa*

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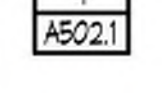
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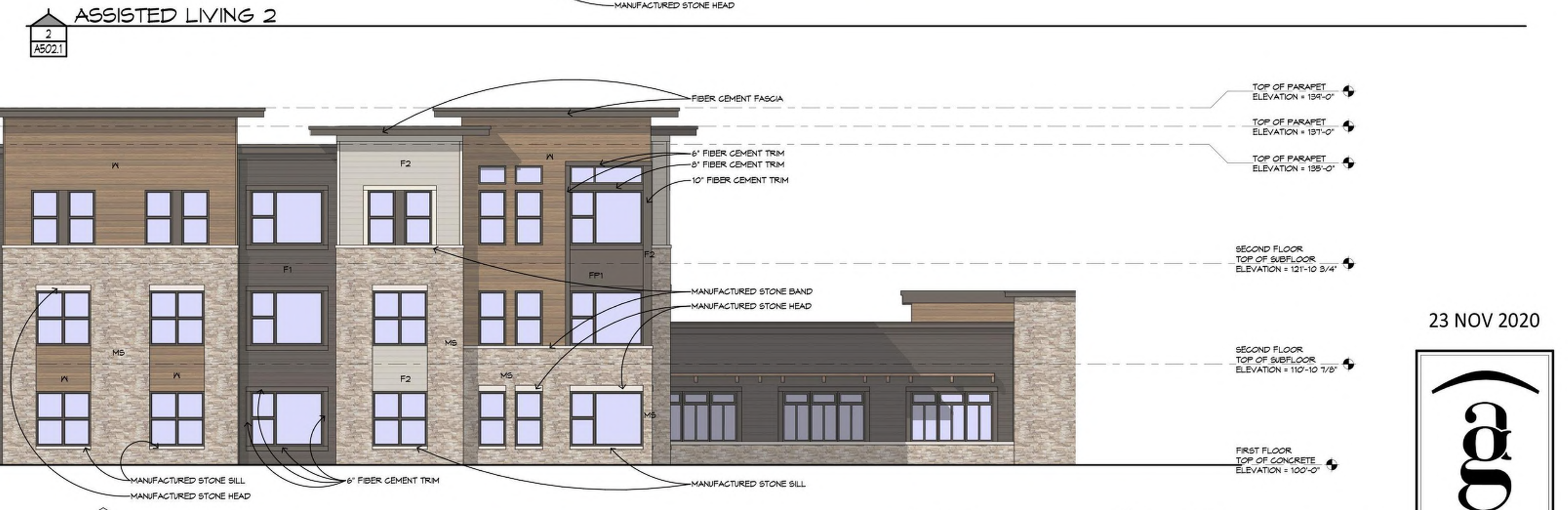
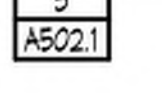
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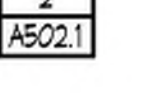
ASSISTED LIVING 4



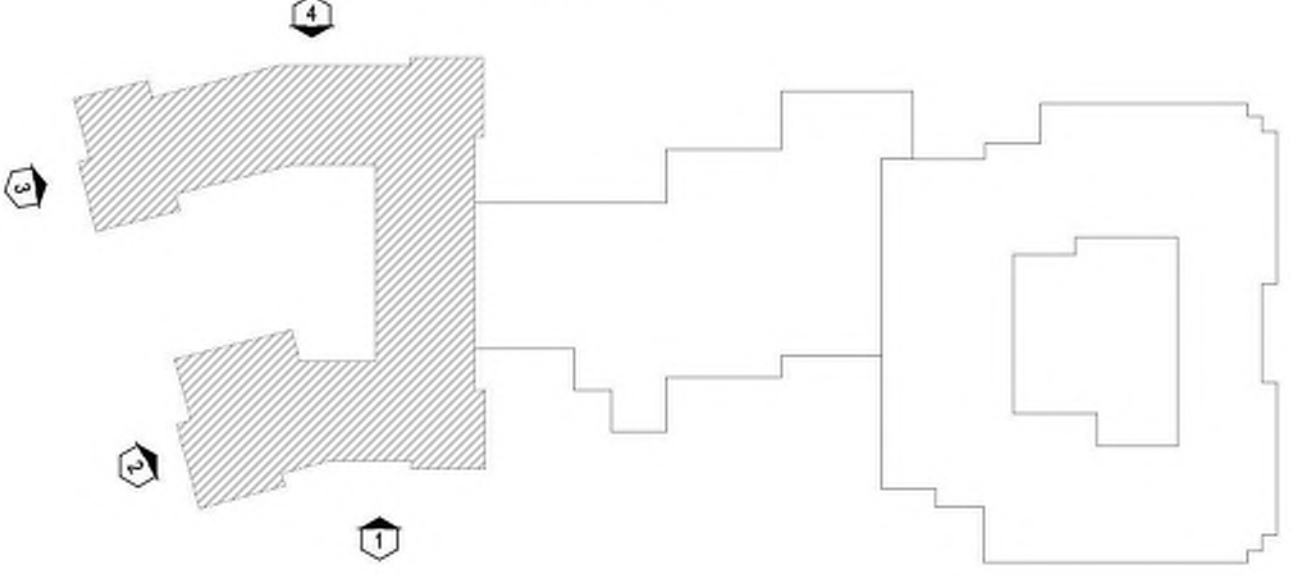
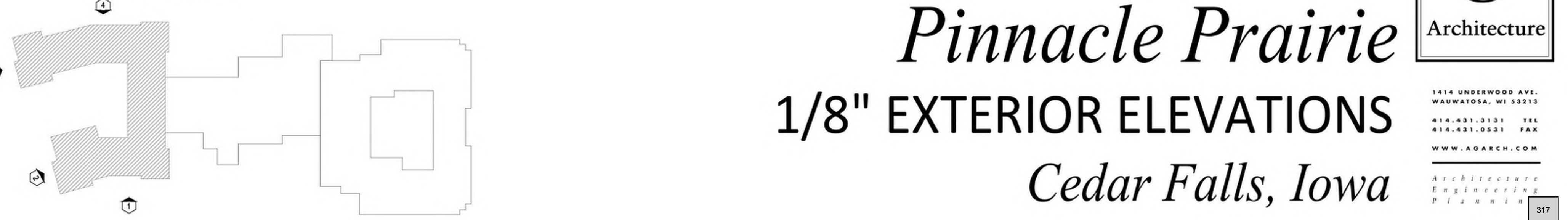
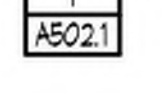
ASSISTED LIVING 3



ASSISTED LIVING 2



ASSISTED LIVING 1



23 NOV 2020



*Pinnacle Prairie*  
 1/8" EXTERIOR ELEVATIONS  
*Cedar Falls, Iowa*

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SHEET PRINTED ON:  
 11/20/2020 10:50:51 PM  
 BIM Model/Backup/Cedar Fall 3 - Pinnacle Prairie/Backup/Architectural/Externt

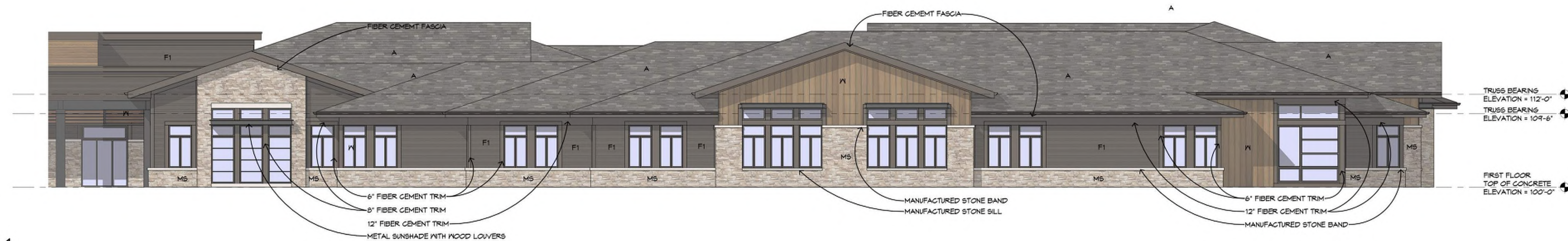


EXTERIOR ELEVATION GENERAL NOTES

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EXTERIOR ELEVATION KEY NOTES:

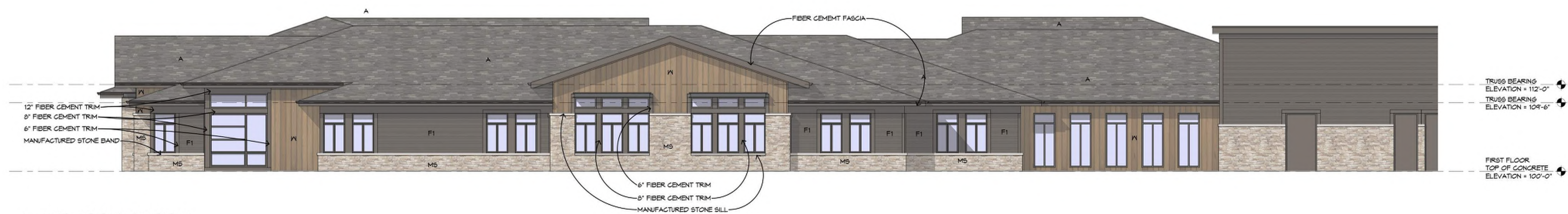
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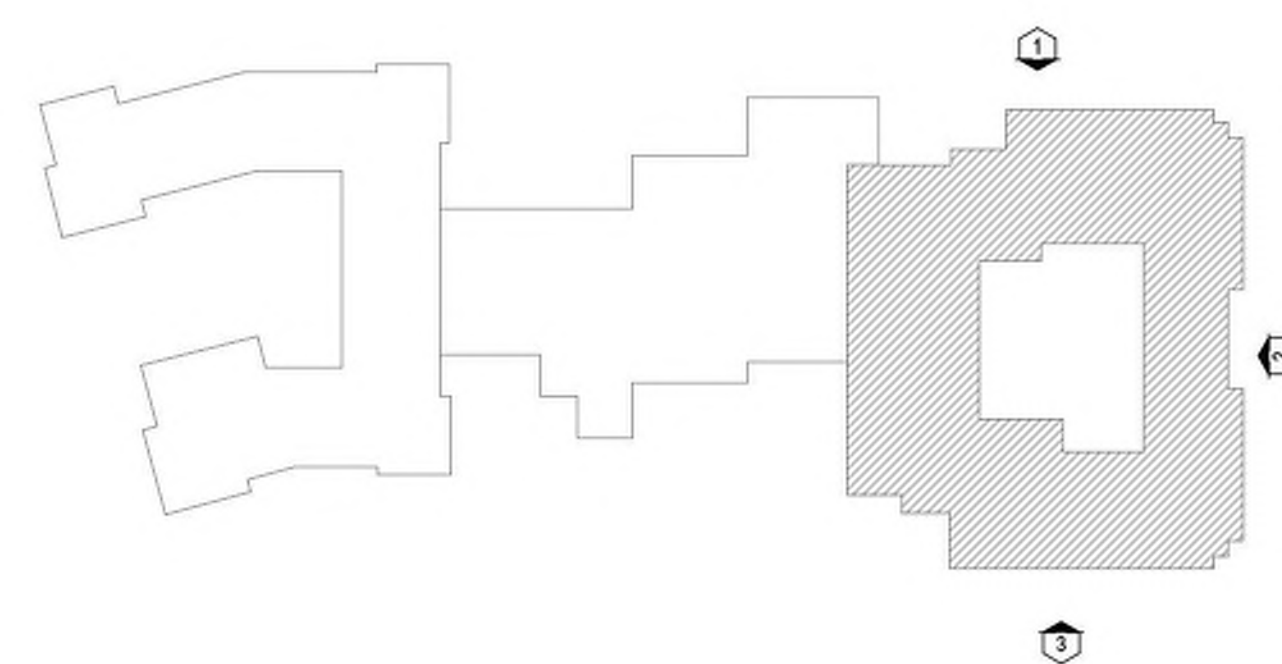
MEMORY CARE 1  
3  
A501.1



MEMORY CARE 2  
2  
A501.1



MEMORY CARE 3  
1  
A501.1



*Pinnacle Prairie*  
1/8" EXTERIOR ELEVATIONS  
*Cedar Falls, Iowa*

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Architecture  
Engineering  
Planning



**ASSISTED LIVING**  
77 UNITS  
1 GUEST SUITE

**COMMONS**

**MEMORY CARE**  
32 UNITS

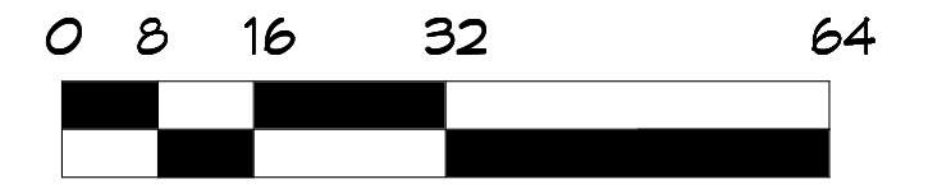


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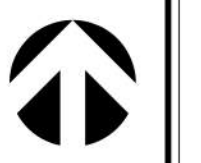
③

②

①



SCALE: 1/16" = 1'



23 NOV 2020



*Pinnacle Prairie*  
**FIRST FLOOR PLAN**  
*Cedar Falls, Iowa*

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① View From South - Looking Northeast







② View From Southeast - Looking Northwest







③ View From North - Looking Southwest







④

View From Southwest - Looking Northeast



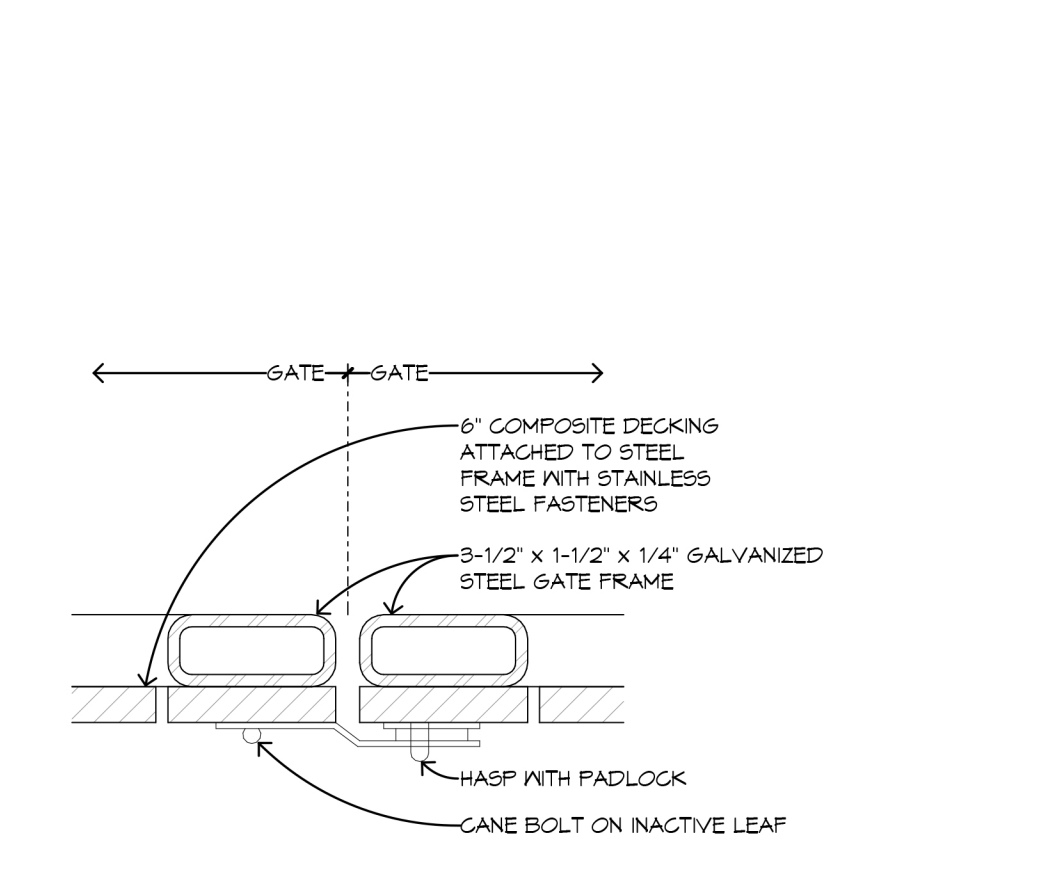




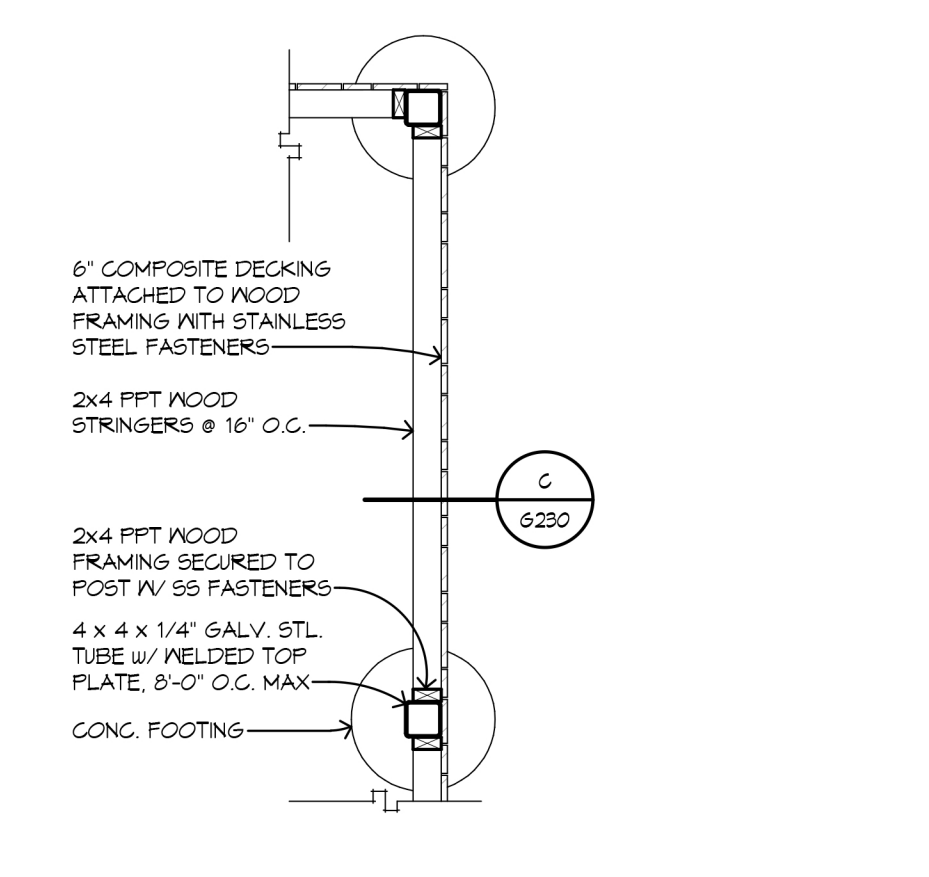
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REVISIONS  
NO. DATE DESCRIPTION

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NOT FOR  
CONSTRUCTION

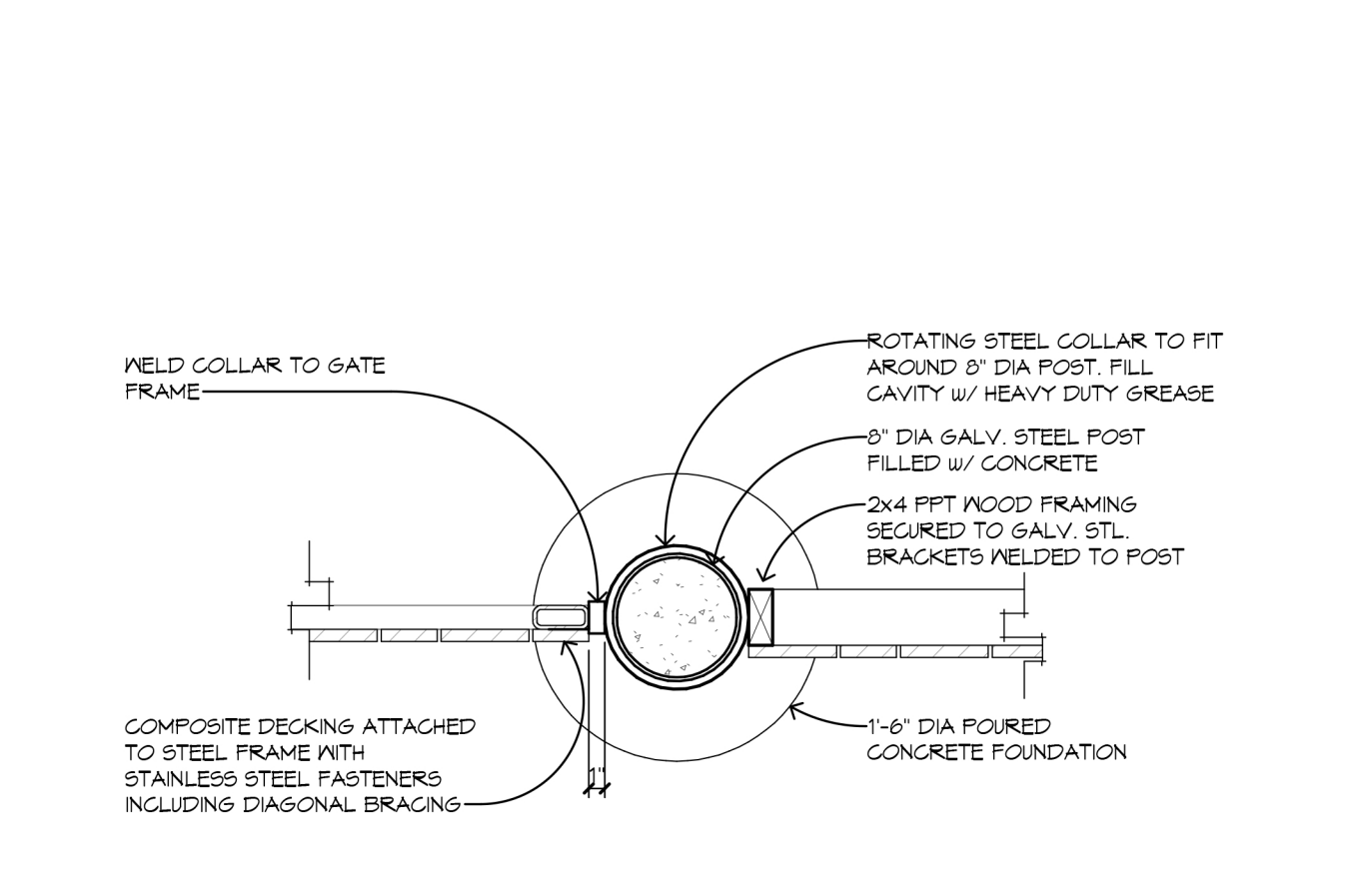
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17 JULY 2020  
PROJECT  
200401  
SHEET NO.



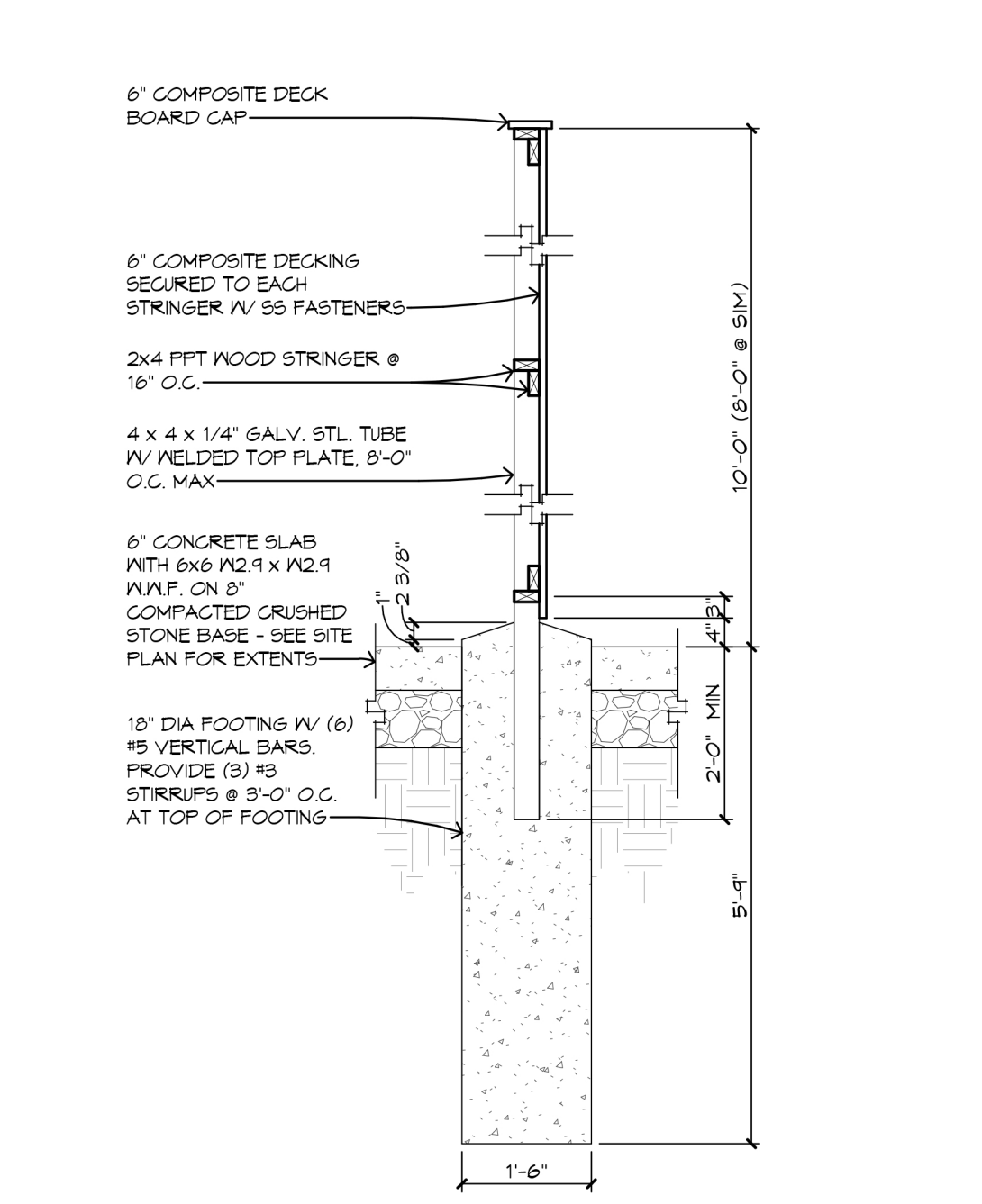
7 GATE PADLOCK DETAIL  
6230 3'-1'-0"



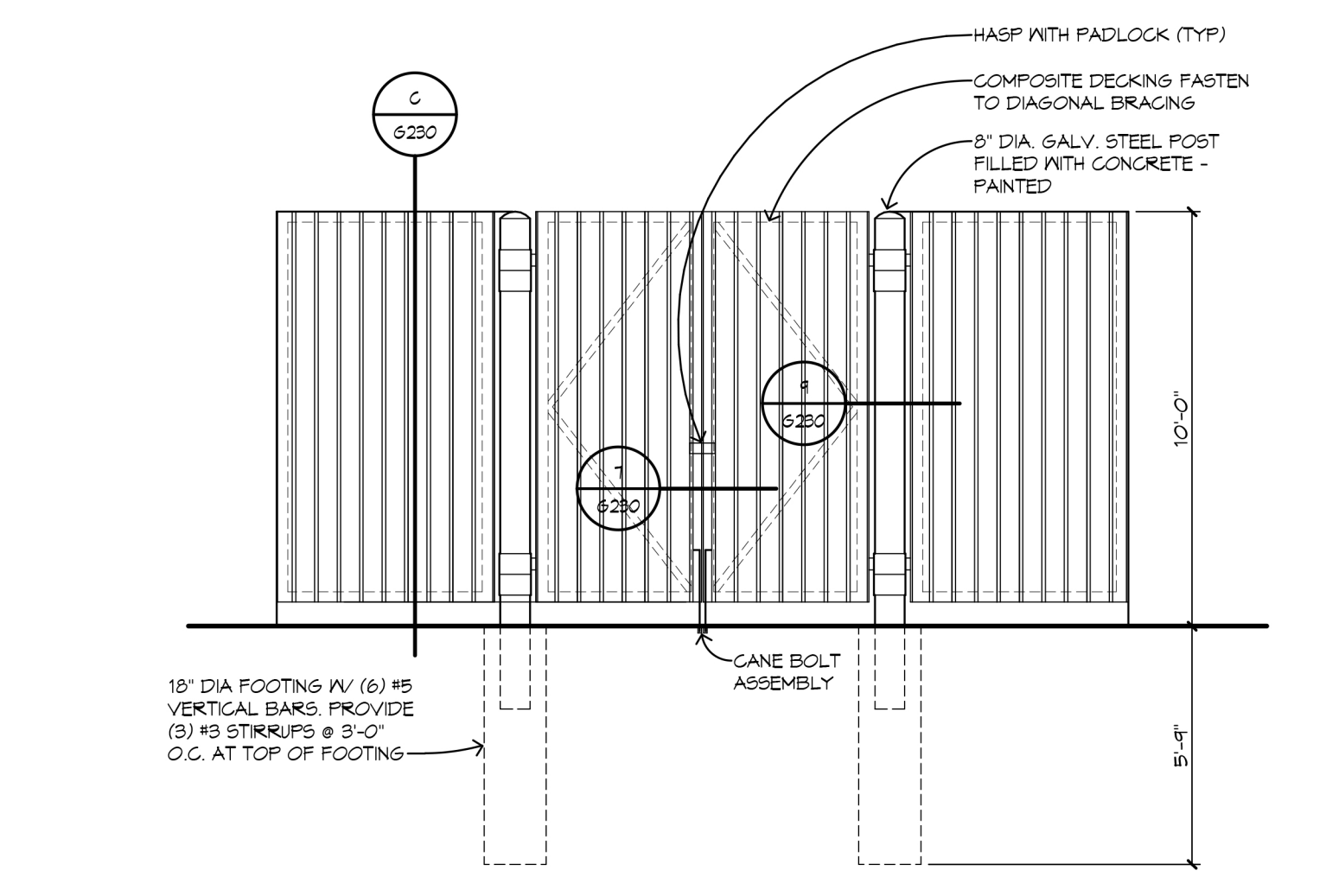
8 TYP. EXTERIOR FENCE DETAIL  
6230 1/2'-1'-0"



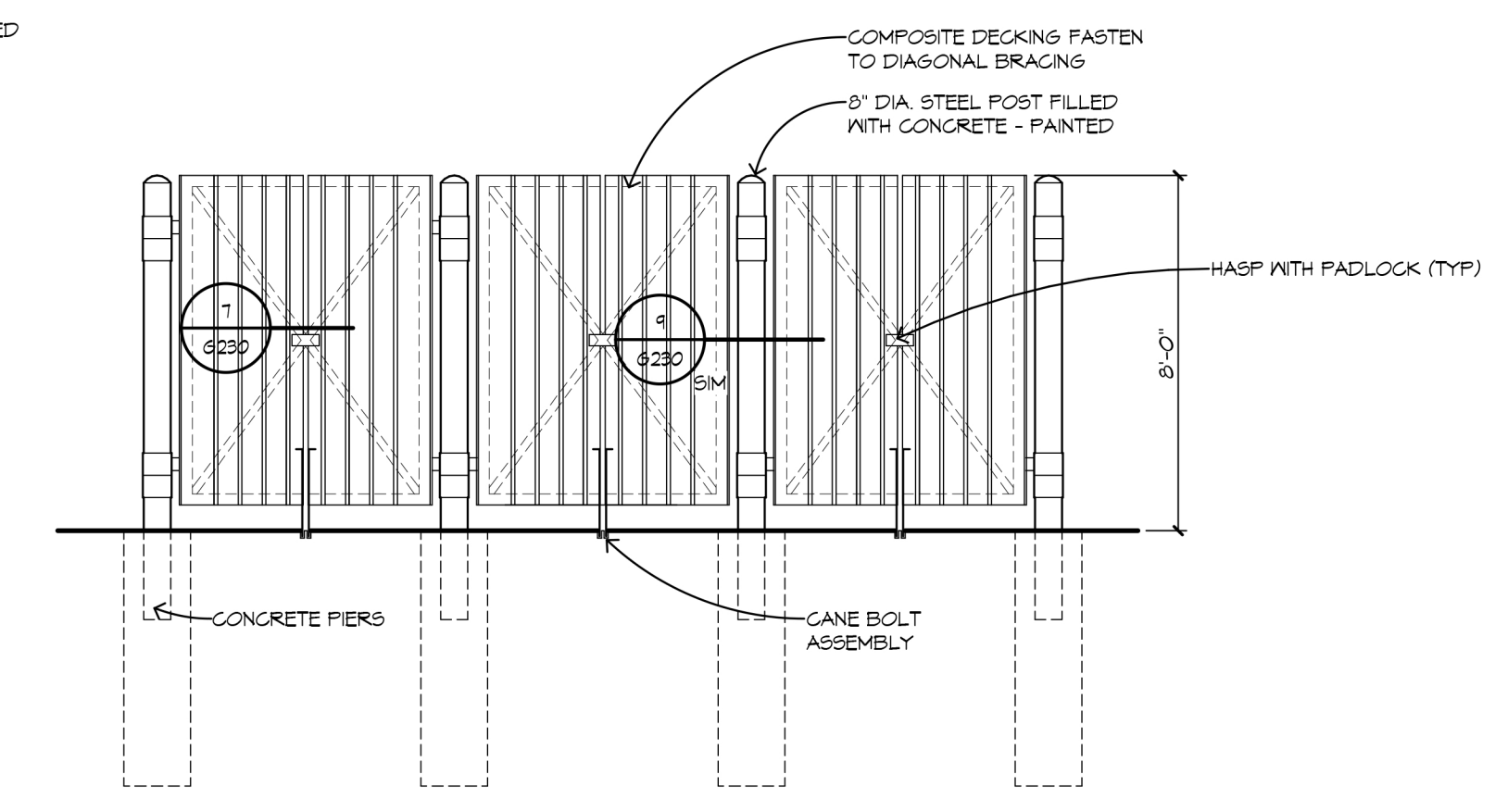
9 TRASH ENCLOSURE HINGE DETAIL  
6230 1'-1'-0"



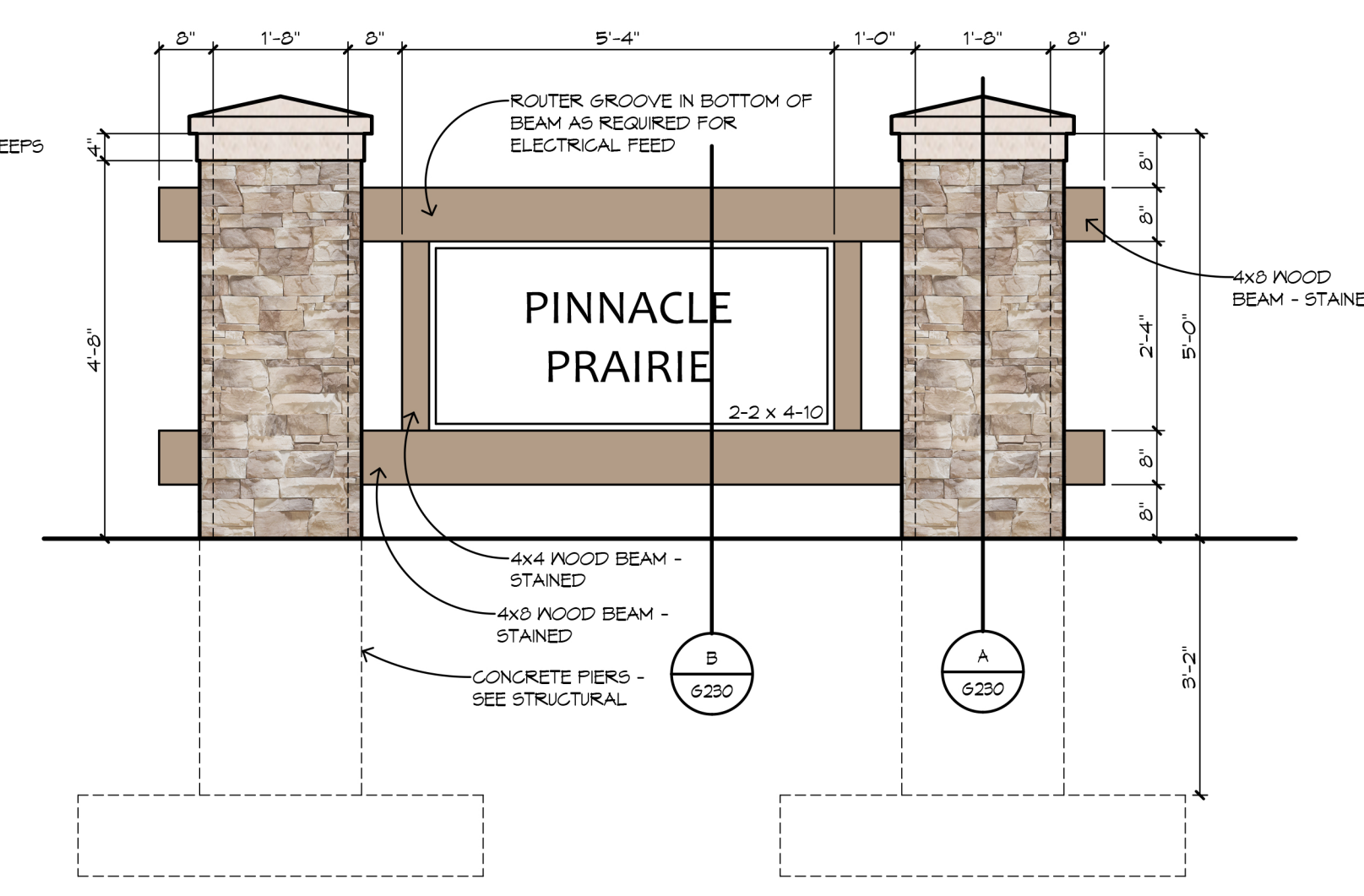
C TYP EXTERIOR FENCE SECTION AT FOOTING  
6230 1/2'-1'-0"



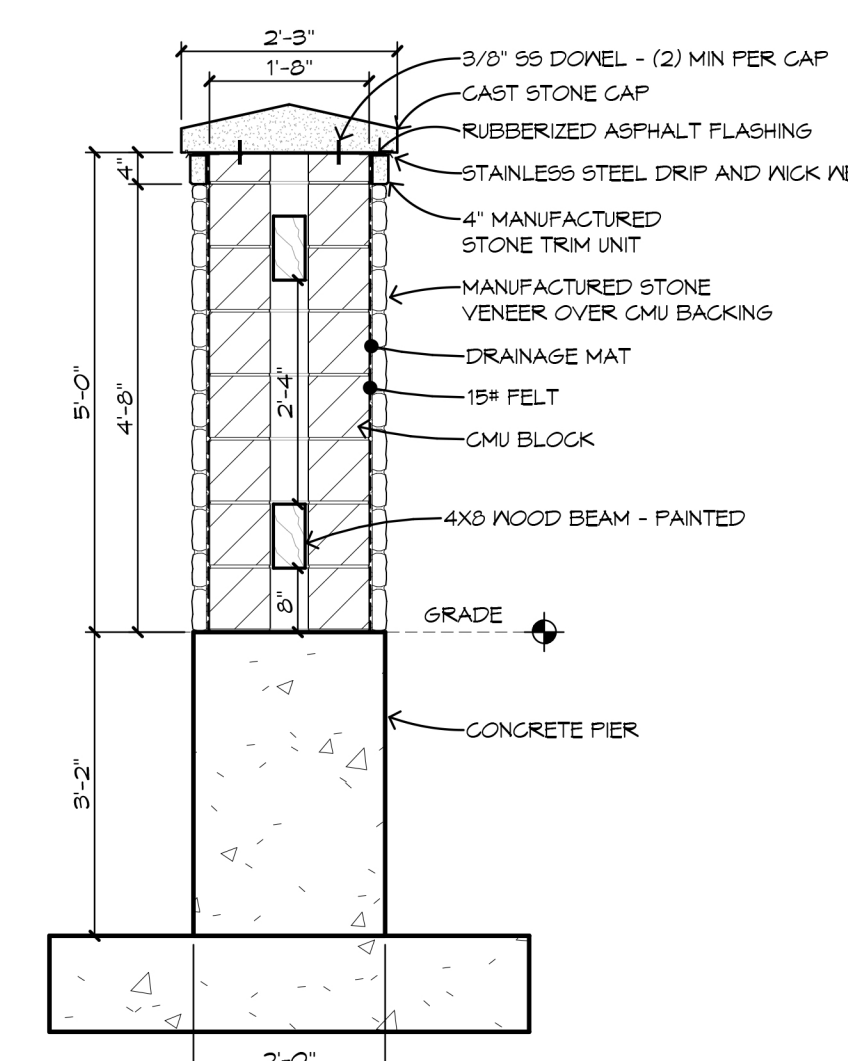
2 EXTERIOR ELEVATION  
6230 1/4'-1'-0"



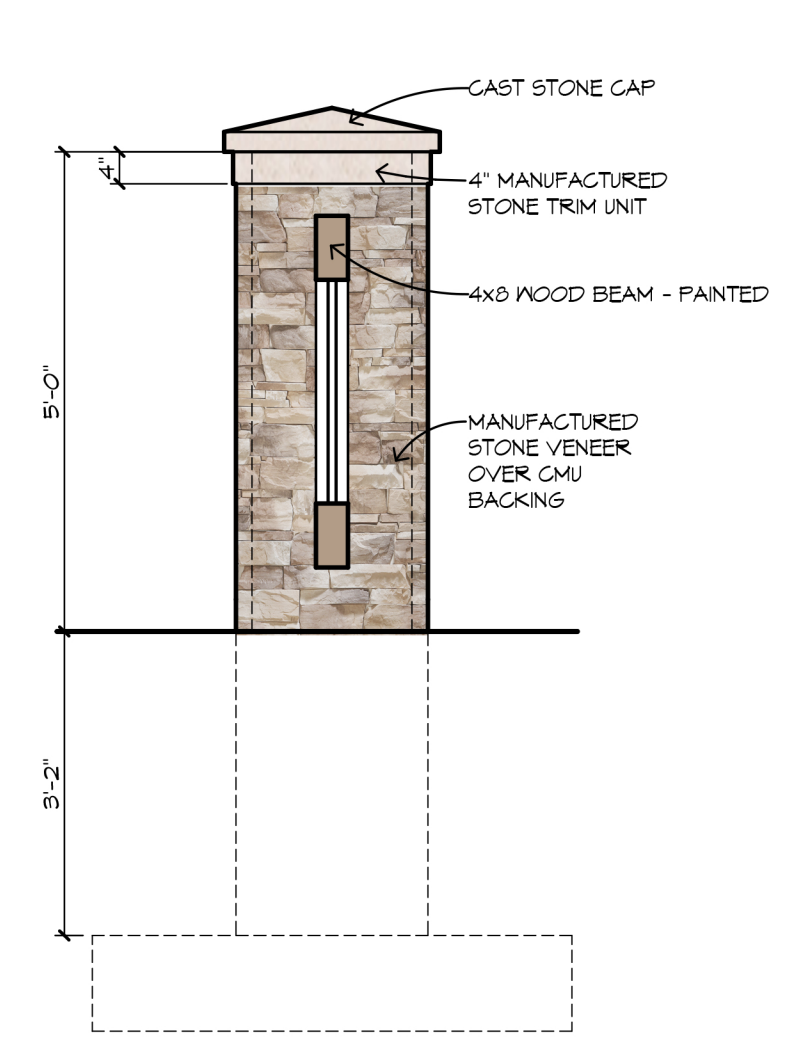
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6230 1/4'-1'-0"



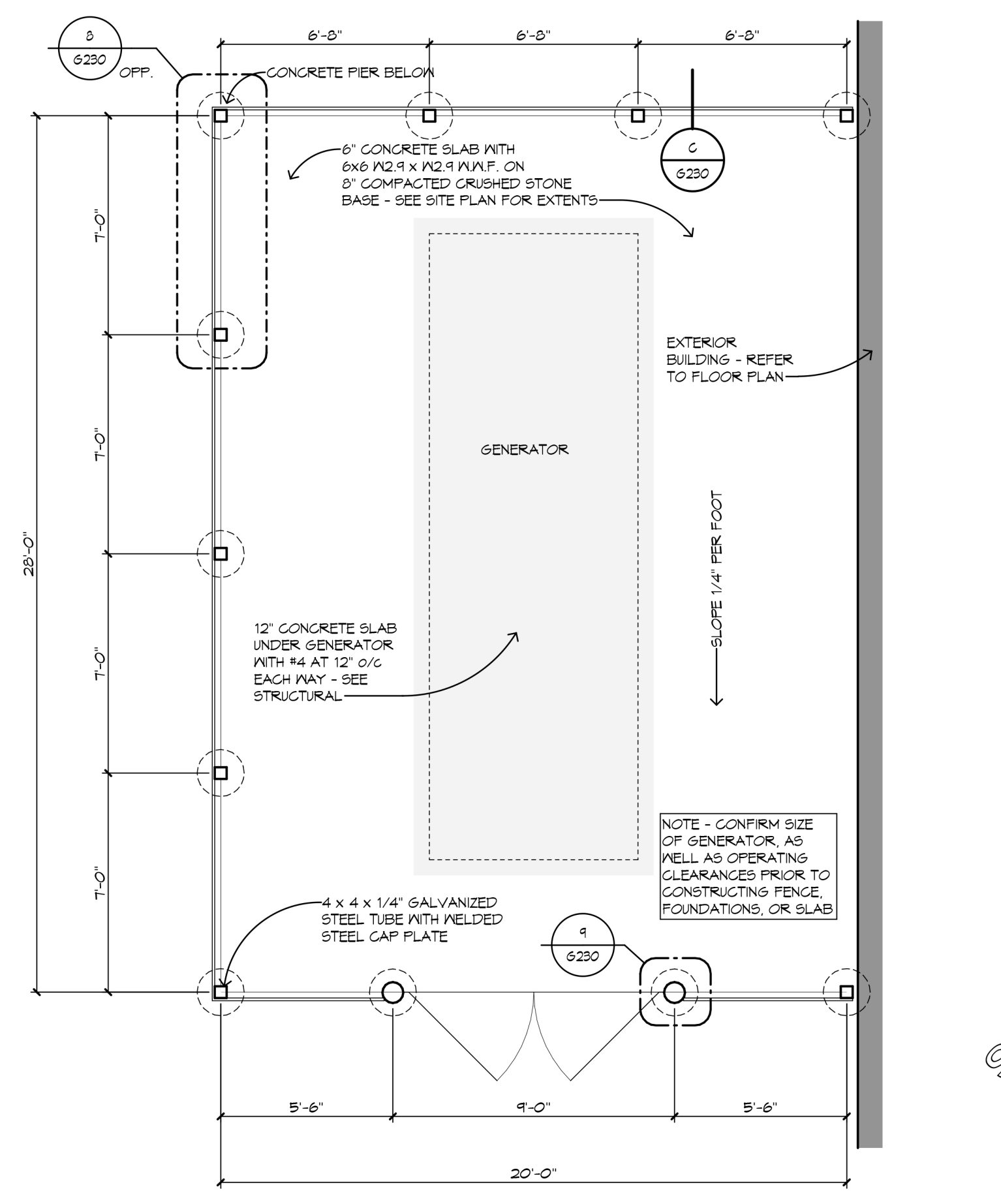
6 SIGN - ELEVATION  
6230 1/2'-1'-0"



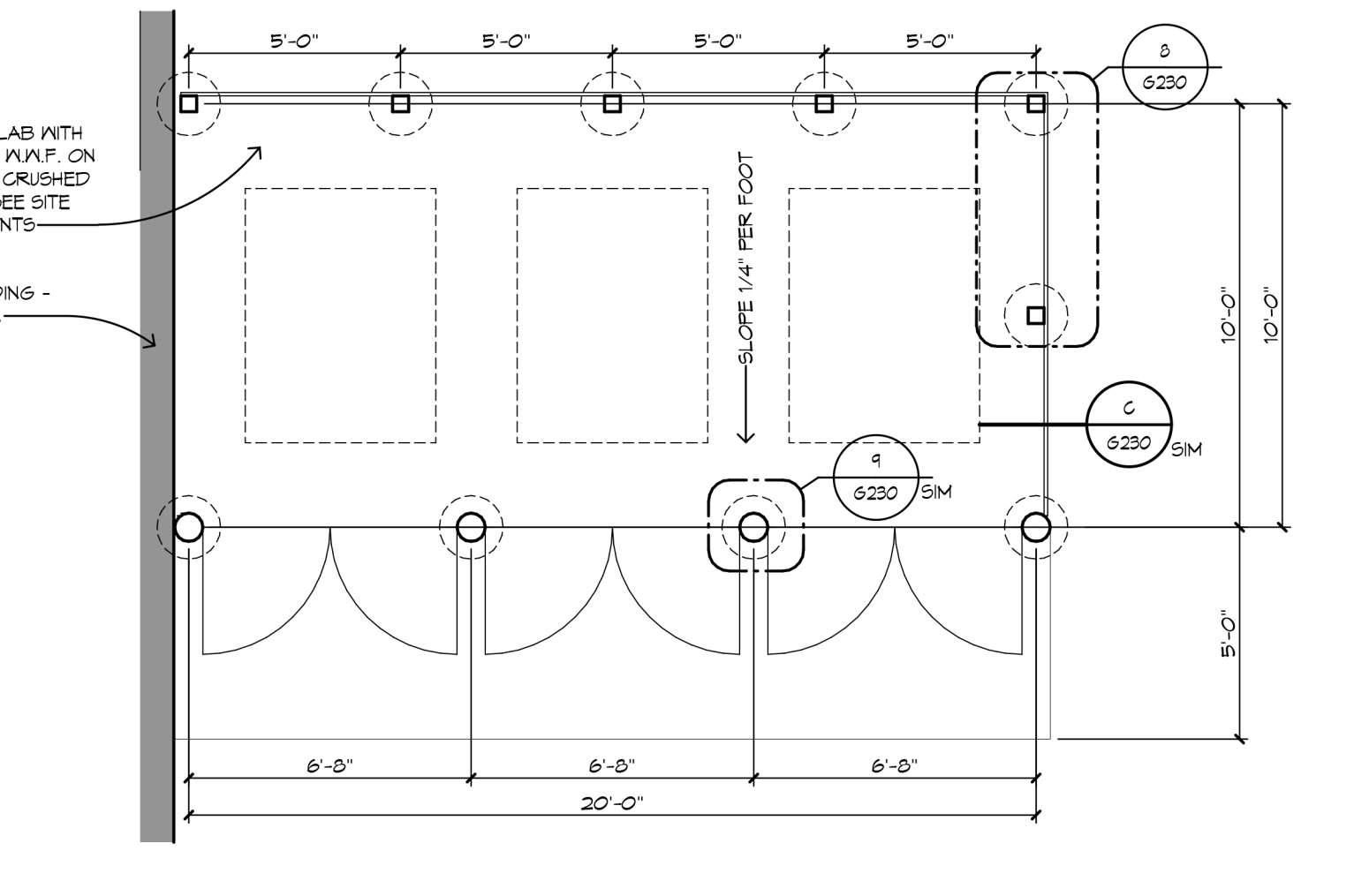
A SIGN COLUMN - SECTION  
6230 1/2'-1'-0"



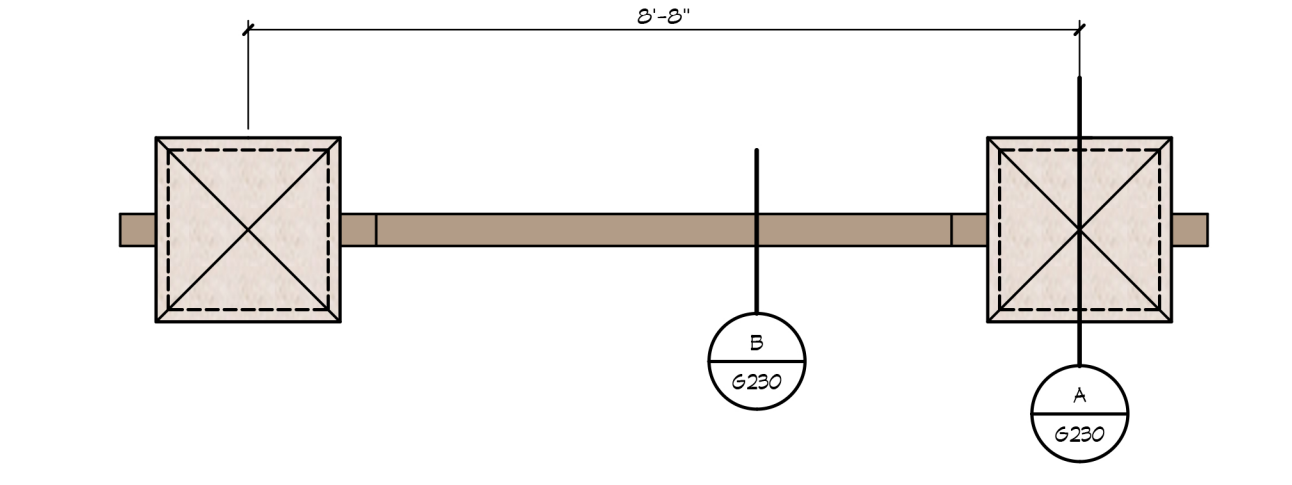
B SIGN - SECTION  
6230 1/2'-1'-0"



1 GENERATOR ENCLOSURE PLAN  
6230 1/4'-1'-0"



3 TRASH ENCLOSURE PLAN  
6230 1/4'-1'-0"



5 SIGN PLAN  
6230 1/2'-1'-0"





## 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](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), Planner I  
 Matthew Tolan, Civil Engineer II  
**DATE:** January 28, 2021  
**SUBJECT:** Pinnacle Prairie Commercial South, Phase III, Second Addition Final Plat

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**REQUEST:** Request to approve the Final Plat for the Pinnacle Prairie Commercial South, Phase III, Second Addition Case #FP20-003

**PETITIONER:** Greenhill Estates, Inc. - Owner, Nelson Construction & Development; Developer

**LOCATION:** 11.89 acre site is located just north east section opposite Caraway Lane, along Prairie Parkway

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#### PROPOSAL:

The petitioner is proposing to final plat a 11.89 acre area of the preliminary plat approved for Pinnacle Prairie Commercial South Phase III. The subject property is Lot 6 and Tract C of the approved preliminary plat.

This final plat is an 11.89 acre site adjacent to Prairie Parkway and the proposal is to develop a senior living facility and a tract for floodplain, wetland and drainage management, for which a site plan review will be required. Currently, there are two lots developed out of seven lots preliminary platted. Unity Point Clinic is established on lot 1; Care Initiatives is established on lot 2 whereas lot 3, 4, 5, 6 and 7 remain undeveloped. With this request Lot 6 will be developed for a senior living facility with approval of a site plan review.

#### BACKGROUND:

Following the rezoning to MU (Mixed Use Zoning) in 2004, planning of the district's development has been steadily in motion. Projects for the area include but are not limited to the Business Center North, Business Center South, Western Homes, and the recently updated Pinnacle Prairie Master Plan. The Preliminary Plat for this site was approved by the Planning and Zoning Commission in May 2015. After the approval of

preliminary plat and portion of southern area with a final plat, two lots have been developed in the form Unity Point Clinic and Care Initiatives. To continue developing the preliminary platted lots, applicant has proposed the final plat and a site plan review for senior living facility in the northern area of subdivision. City staff notes that final plat needs to be approved prior approval of site plan application.

#### ZONING:

The property is zoned MU, Mixed Use Residential, which permits a “mixture” of residential, commercial and business uses along with recreational/institutional uses in an effort to establish a comprehensive community/neighborhood development. The proposed preliminary plat continues to implement the Pinnacle Prairie Master Plan, adopted per the MU district requirements. The Pinnacle Prairie Master Plan was last updated in 2015.

#### STAFF ANALYSIS

The proposal of final platting Lot 6 and Tract C will lead to development of Lot 6 for a senior living facility and will maintain Tract C as a floodplain, wetland and drainage easement. Tract C is part of a larger regional detention basin that benefits the area within the subject final plat and a number of other nearby properties outside the area of the plat. There is an existing maintenance and repair agreement for this stormwater facility that covers all of the benefited properties including Lot 6 within the subject plat, so a separate agreement is not needed for this plat.

With the development in Lot 6 the developer will be adding a section of 5 foot wide public sidewalk along Prairie Parkway to connect with the existing sidewalk at the intersection with Green Creek Road and completing the extension of 10-footwide Pinnacle Prairie public trail within the platted area as per the approved Pinnacle Prairie Master Plan.

The proposed final plat includes a 10 foot wide utility easement along the west lot line of Lot 6 adjacent to Prairie Parkway and a 20 foot wide utility and trail easement along the northern and southeastern lot lines of Lot 6 to facilitate extension of the Pinnacle Prairie public trail. There is a 20 foot sanitary sewer easement along the west and north lot lines of Tract C and 10 foot wide utility easement along the east and southeast lot lines of Tract C. 130 foot wide drainage easement runs along the central portion of Tract C.

Staff finds that the proposed final plat is in substantial conformance with the approved preliminary plat. All the legal paper work for the final plat has been submitted by the applicant.

A courtesy notice was sent out regarding the final plat to the surrounding property owners on 12/15/20.

#### COMPLIANCE WITH PREVIOUS DEVELOPMENTAL PROCEDURES AGREEMENT

Compliance Provisions in last updated development procedural agreement for the Pinnacle Prairie Master Plan are not yet fulfilled. Provisions that must be addressed

include:

- Submittal of a plan and construction of landscaping amenities in the Prairie Parkway/Prairie View Road roundabout. In the 2015 agreement these improvements were to be constructed in 2016. Since these improvements have not yet been made, Staff recommends that prior to approval of the final plat, Oster contribute \$40,000 (reduced from the original estimated contribution of \$60,000) into an escrow account with the City. These funds will be used to supplement the more substantial funding provided by the City through TIF to construct the roundabout improvements as a future City project.
- Oster has submitted a plan for improving the terminus of Goldenrod Way that is acceptable to the City. Oster anticipates completing these improvements in Spring 2021. To ensure compliance, staff recommends that Oster provide a cash escrow for the estimated cost of the improvements, which can then be drawn down when they are completed; or Oster and the developer of the senior living facility enter into an agreement with the City prior to approval of this final plat to complete the improvements prior to issuance of an occupancy permit for the senior living facility.
- Oster has agreed to this approach and is working with the City on the escrow agreements and staff anticipates these will be ready for Council review approval at the February 15 Council meeting. City Staff recommends that this cash escrow be in place prior to issuance of a building permit for the proposed Senior Living Facility.

#### TECHNICAL COMMENTS:

Stormwater: A private storm sewer network will be established onsite to collect and convey stormwater from the site into the exiting Greenhill Road Detention facility that was previously established prior to this development. This property is already under the benefited property of the established Maintenance and Repair Agreement by the previous land owners.

Sanitary Sewer: A private storm sewer network will be established onsite to collect and convey sanitary sewer from the proposed building to the public sanitary network located along the southeastern boundary of the property.

Street Improvements: As part of the development, access points will need to be established for the property for along the north bound lanes of the exiting Prairie Parkway pavement. Sidewalk and trail improvements will be made along Prairie Parkway where existing infills are required to connect to adjacent properties.

Technical errors regarding final plat platting are resolved by applicant. Final plat exhibit is attached for reference. City Staff notes that subject property falls within the previously established Maintenance Repair Agreement and therefore neither amendment nor creation of a new agreement is required based on conversation with the City's legal counsel. All the legal documents have been submitted electronically. Staff notes that all the original hard copies with required signatures and stamps will be required prior to consideration by City Council.



**STAFF RECOMMENDATION:**

The Community Development Department recommends approval of the proposed Final Plat of Pinnacle Prairie Commercial South, Phase III, Second Addition with the following stipulations:

- 1) Establishment of cash escrow is in place for the agreed upon contribution toward the improvements in the Prairie View/Prairie Parkway roundabout and for the improvements at the terminus of Goldenrod prior to issuance of a building permit for the proposed Senior Living Facility.
- 2) Conform to all city staff recommendations and technical requirements.

**PLANNING & ZONING COMMISSION**

Introduction  
12/22/2020

Mr. Holst introduced the item and Mr. Atodaria provided background information. He explained that the property is located next to Prairie Parkway and south of Bluegrass Circle and provided a rendering of the being discussed. He explained that it is proposed to build a senior living center and create a floodplain, wetland and drainage easement for the area. He also noted that there is a public trail going through the tract that will be added, as well as a sidewalk connection. He discussed the technical comments that were brought forward, including the establishment of an onsite private storm sewer network from the site to the existing Greenhill Road Detention facility. A private storm sewer network will also be established onsite to collect and convey sanitary sewer from the proposed building to the public sanitary network located along the southeastern boundary of the property. The stormwater maintenance and repair agreement will need to be completed and technical errors regarding platting of lot lines on the proposed final plats must be corrected, with the revisions to be made prior to second review by the Planning and Zoning Commission. Compliance must also be met with the previous developmental procedural agreement with regard to landscaping amenities in the roundabout at Prairie Parkway and Prairie View Road. Staff recommends the item be brought forward for discussion only at this time.

Nick Bettis, Axiom Consultants, spoke to the technical concerns with the agreement and survey questions. He stated that those items should be resolved soon for commission review.

Ms. Saul asked about the landscaping amenities that need to be completed to continue complying with previous Developmental Procedural agreement. Mr. Atodaria explained that staff is working with Oster to resolve compliance and that the developer of the residential facility would not be responsible for these improvements. Staff will continue to work toward a solution with Oster.

Mr. Schrad asked if the proposed wetland area connects to the other Wetland area on Greenhill Road. Mr. Atodaria confirmed that it does. The discussion was closed and will be continued at the next meeting.

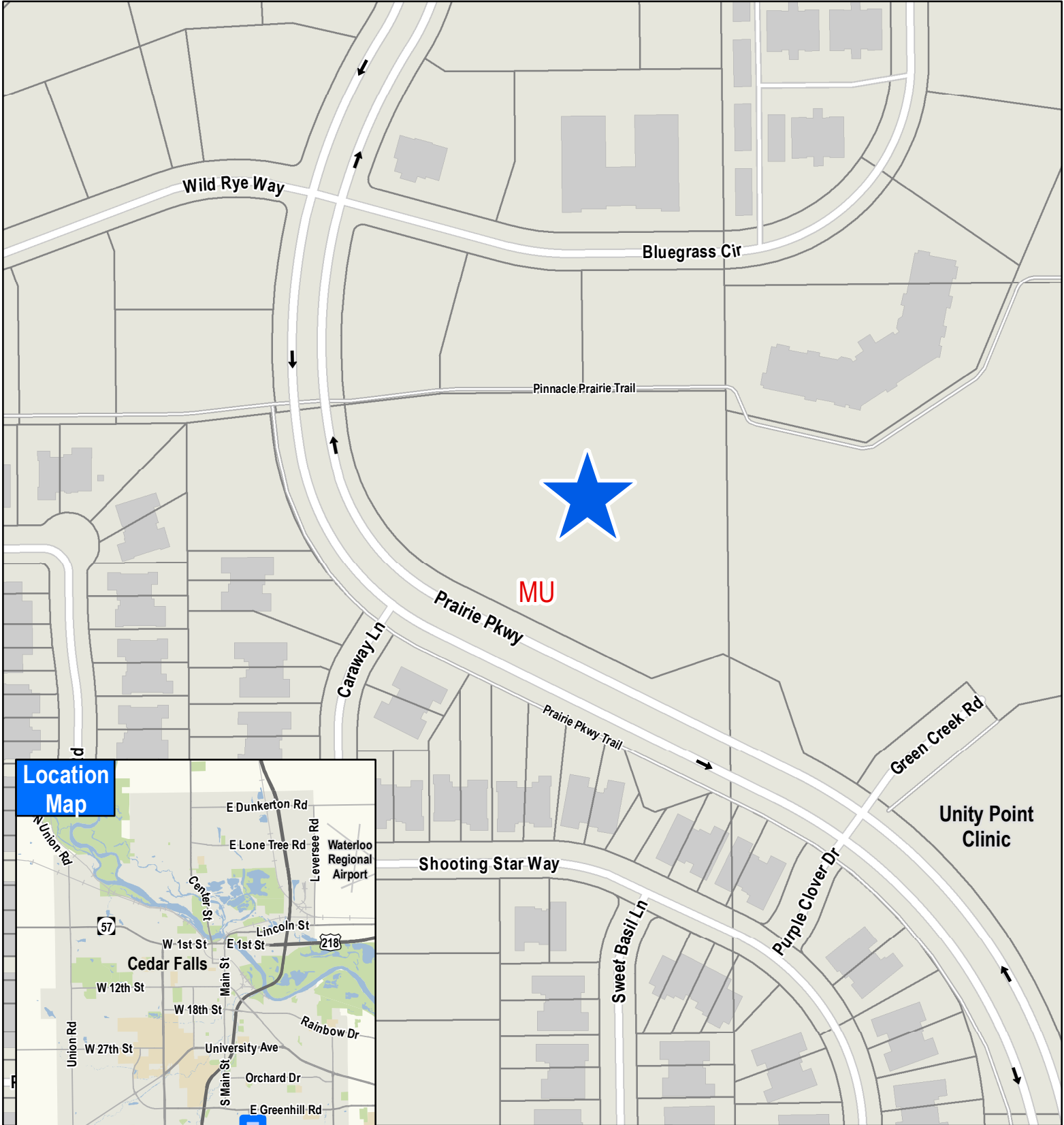
Discussion  
&  
Vote  
1/13/2021

Chair Leeper introduced the item and Mr. Atodaria explained that the item was discussed at the last meeting and gave a brief reminder of the project. He explained that the applicant is proposing to do the final plat for this area so they can start construction for the senior living facility planned for this location. The easements and plat are consistent with the preliminary plat and all technical issues from the last meeting have been resolved by the applicant. Staff notes that all original hard copies of the legal documents with required signatures need to be provided prior to City Council consideration. He also noted that compliance with the previous developmental procedural agreement is required and that the applicant has agreed to provide a cash escrow for the agreed upon improvements at the terminus of Goldenrod. Once the total amount of escrow is determined and the agreement is drawn up, it will be submitted to City Council for approval. Staff recommends that the cash escrow be in place prior of issuance of a building permit for the proposed senior living facility. It is recommended to approve the proposed final plat with any comments or direction specified by the Commission, conformance to all city staff recommendations and technical requirements, and the establishment of the cash escrow to be in place prior to the issuance of a building permit.

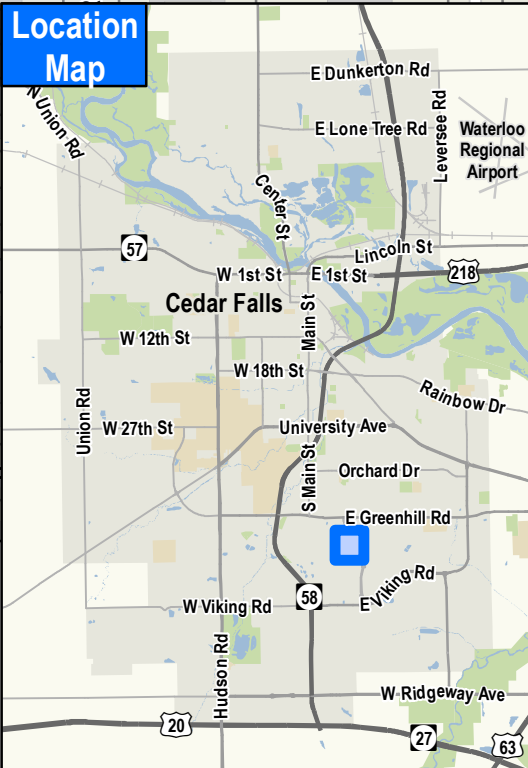
Nick Bettis, Axiom Consultants representing the developer, stated that he is available for any questions.

Ms. Saul made a motion to approve the item. Ms. Lynch seconded the motion. Ms. Howard clarified that the escrow will be established both for both the agreed upon amount of \$40,000 for the roundabout at Prairie Parkway and Prairie View Road and for the improvements at Goldenrod.

The motion was approved unanimously with 7 ayes (Hartley, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.



**Location Map**



**Pinnacle Prairie Commercial South  
Phase III, Second addition Final Plan**



# FINAL PLAT

## PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE III, SECOND ADDITION

CITY OF CEDAR FALLS  
BLACK HAWK COUNTY, IOWA

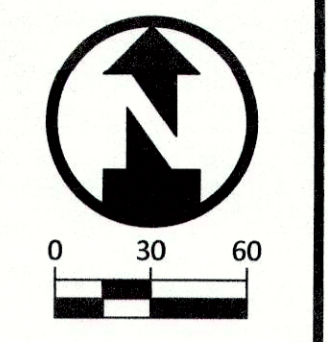
### LEGAL DESCRIPTION

A PARCEL IN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 25, TOWNSHIP 89 NORTH, RANGE 14 WEST AND IN THE SOUTHWEST FRACTIONAL QUARTER (SW FR ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FR ¼) OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS:

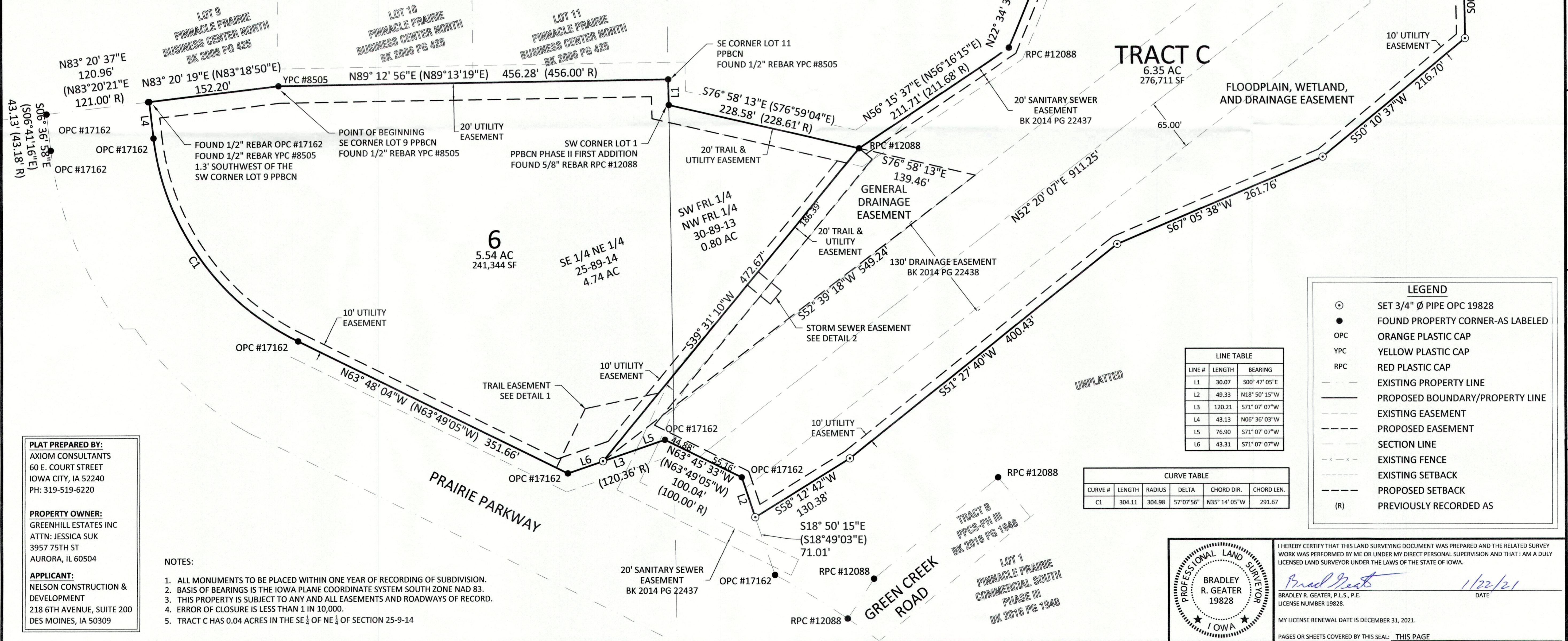
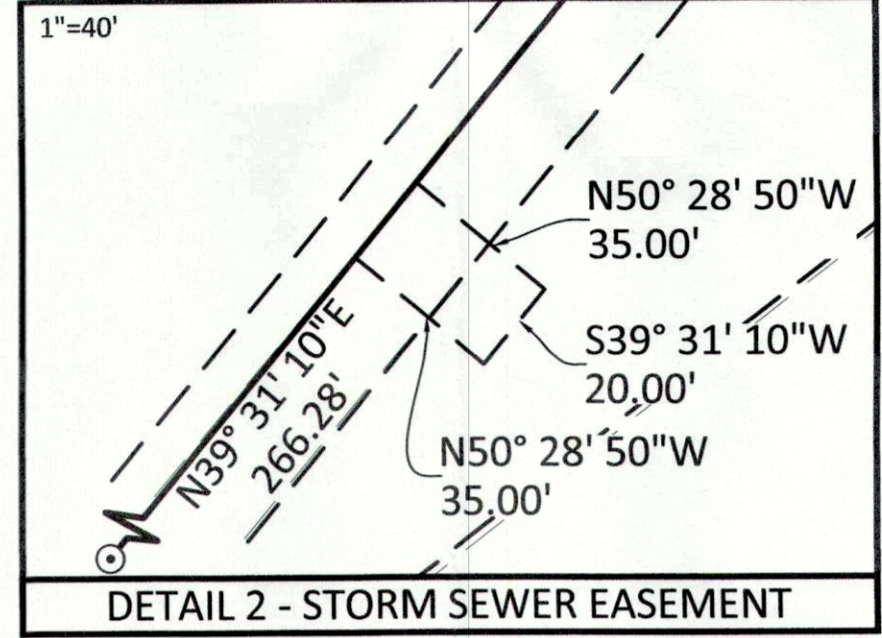
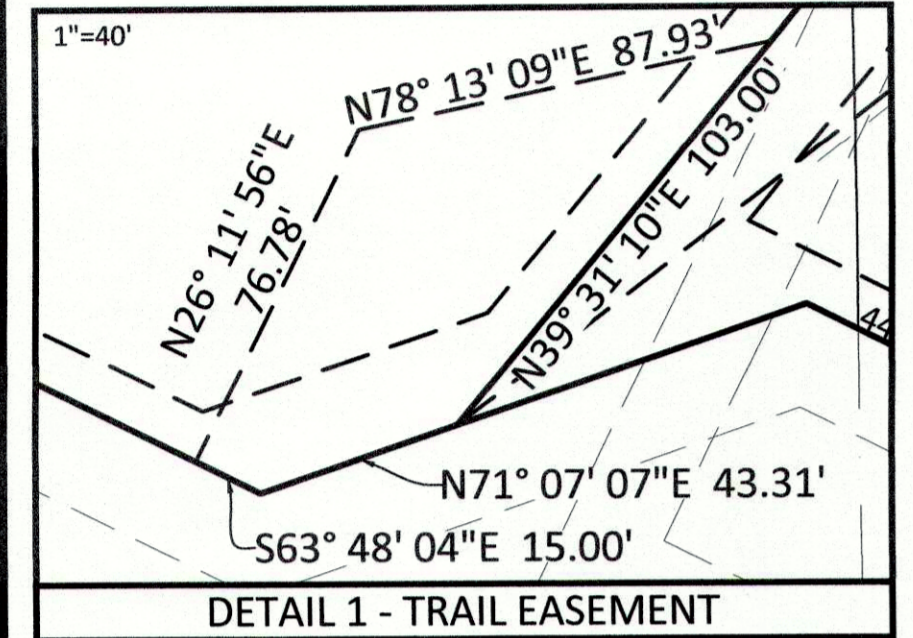
BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF PINNACLE PRAIRIE BUSINESS CENTER NORTH (PPBCN), AS RECORDED IN BOOK 2005, PAGE 425 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE ALONG THE SOUTH LINE OF SAID PPBCN N89°12'56"E, 456.28 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID PPBCN; THENCE S00°47'05"E, 30.07 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF PINNACLE PRAIRIE BUSINESS CENTER NORTH PHASE II FIRST ADDITION (PPBCNP2FA), AS RECORDED IN BOOK 2012, PAGE 18835 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 S76°58'13"E, 228.58 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N56°15'37"E, 211.71 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N22°34'30"E, 148.41 FEET TO THE SOUTH LINE OF SAID PPBCNP2FA; THENCE ALONG SAID SOUTH LINE N89°11'25"E, 474.43 FEET; THENCE S00°47'06"E, 133.16 FEET; THENCE S50°10'37"W, 216.70 FEET; THENCE S67°05'38"W, 261.76 FEET; THENCE S51°27'40"W, 400.43 FEET; THENCE S58°12'42"W, 130.38 FEET TO THE NORTH RIGHT OF WAY LINE OF PRAIRIE PARKWAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N18°50'15"W, 49.33 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N63°45'33"W, 100.04 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S71°07'07"W, 120.21 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N63°48'04"W, 351.66 FEET; THENCE 304.11 FEET ALONG SAID NORTH RIGHT OF WAY LINE ON A 304.98 FOOT RADIUS CURVE CONCAVE NORTHEAST (CHORD N35°14'05"W, 291.67 FEET); THENCE ALONG SAID NORTH RIGHT OF WAY LINE N06°36'03"W, 43.13 FEET; THENCE N83°20'19"E, 152.20 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 11.89 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

FOR RECORDER'S USE ONLY	
RECORDER'S INDEX	
COUNTY:	BLACKHAWK
SECTION:	30-89-13 and 25-89-14
QUARTER SECTION:	SE 1/4 NE 1/4 25-89-14 and SW FRL 1/4 NW FRL 1/4 30-89-13
CITY:	CEDAR FALLS
SUBDIVISION:	Pinnacle Prairie Commercial South Phase III, Second Addition
PROPRIETOR:	GREENHILL ESTATES INC
REQUESTED BY:	NELSON CONSTRUCTION & DEVELOPMENT
PREPARED BY:	AXIOM CONSULTANTS, LLC, 60 E. Court St. Unit 3 Iowa City, IA 52240 - PH# 319.519.6220



AXIOM  
CONSULTANTS  
WWW.AXIOM-CON.COM | (319) 519-6220



LINE #	LENGTH	BEARING
L1	30.07	S00°47'05"E
L2	49.33	N18°50'15"W
L3	120.21	S71°07'07"W
L4	43.13	N06°36'03"W
L5	76.90	S71°07'07"W
L6	43.31	S71°07'07"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	304.11	304.98	57°07'56"	N35°14'05"W	291.67

LEGEND	
⊙	SET 3/4" Ø PIPE OPC 19828
●	FOUND PROPERTY CORNER-AS LABELED
OPC	ORANGE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
RPC	RED PLASTIC CAP
---	EXISTING PROPERTY LINE
---	PROPOSED BOUNDARY/PROPERTY LINE
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	SECTION LINE
-x-x-	EXISTING FENCE
---	EXISTING SETBACK
---	PROPOSED SETBACK
(R)	PREVIOUSLY RECORDED AS

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. GEATER, P.L.S., P.E.  
LICENSE NUMBER 19828  
DATE 1/22/21  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021.

**PLAT PREPARED BY:**  
AXIOM CONSULTANTS  
60 E. COURT STREET  
IOWA CITY, IA 52240  
PH: 319-519-6220

**PROPERTY OWNER:**  
GREENHILL ESTATES INC  
ATTN: JESSICA SUK  
3957 75TH ST  
AURORA, IL 60504

**APPLICANT:**  
NELSON CONSTRUCTION &  
DEVELOPMENT  
218 6TH AVENUE, SUITE 200  
DES MOINES, IA 50309

- NOTES:**
1. ALL MONUMENTS TO BE PLACED WITHIN ONE YEAR OF RECORDING OF SUBDIVISION.
  2. BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
  3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
  4. ERROR OF CLOSURE IS LESS THAN 1 IN 10,000.
  5. TRACT C HAS 0.04 ACRES IN THE SE ¼ OF NE ¼ OF SECTION 25-9-14

DATE	DESCRIPTION OF CHANGES

**ISSUED FOR:** CITY APPROVAL  
**DATE ISSUED:** JANUARY 6, 2021  
**CURRENT REV:** D

**PROJECT NAME:** PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE III, SECOND ADDITION  
**CLIENT NAME:** NELSON CONSTRUCTION

**SHEET NAME:** FINAL PLAT  
**SHEET NUMBER:** 1 OF 1  
**PROJECT NO.:** 200016  
**PROJECT MANAGER:** BETTIS



**DEED OF DEDICATION  
OF  
PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE III, SECOND ADDITION  
CEDAR FALLS, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That GREENHILL ESTATES, INC., an Iowa corporation, with its principal office in Cedar Falls, Iowa, being desirous of setting out and platting into Lot 6 and Tract C the land described in the attached Certificate of Survey by Bradley R. Geater, P.L.S. dated January 22, 2021, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

**PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE III, SECOND ADDITION  
CEDAR FALLS, IOWA**

(the “**Development**”), all of which is with the free consent and the desire of the undersigned.

**EASEMENTS**

1. The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, storm water and drainage, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across, on and/or under the property as shown on the attached plat designated as “Utility Easement,” “Sewer Easement,” “Storm Sewer Easement,” and “Drainage Easement”. The undersigned do hereby further grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, a perpetual trail easement for pedestrian use only over, across and/or on the property as shown on the attached plat designated as “Trail Easement”. No structures shall be built or placed on said easements.

2. Tract C shall be preserved and maintained primarily as a perpetual easement for wetland, floodplain and drainage purposes. No building or other permanent structure shall be constructed in any area of Tract C designated on the Final Plat as areas and/or easements for wetland, floodplain, or drainage.

3. Any and all drainage easements will be required to follow the “Stormwater Management Plan” and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements, except for typical landscaping consisting of grass and other native vegetation. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per “Stormwater Management Plan” on record with the City of Cedar Falls Engineer’s Office.

**RESTRICTIONS**

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that Lot 6 and Tract C in the Development be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said Lot 6 and/or Tract C and

that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any building that shall be erected on Lot 6 shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. All minimum setbacks will be required to meet or exceed the zoning in effect respecting the Development.

2. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any portion of Lot 6 and Tract C shall be taken and held to have agreed and covenanted with the owners of all other portions of Lot 6 and Tract C and with the respective successors and assigns of all of the rest of such other portions of Lot 6 and Tract C to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

3. Invalidation of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

4. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person owning property in said Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and for the purpose of preventing such acts or recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

#### **PUBLIC IMPROVEMENTS REQUIRED IN PLAT**

1. The respective owners of Lot 6 and Tract C shall construct and maintain that portion of the public trail located on its property within the "Trail Easement," including the eighteen inches (18") located on both sides of said trail, in good order and repair. Said trail will be constructed prior to the issuance of a final certificate of occupancy respecting the building to be constructed on Lot 6.

2. The owner of Tract C, its successors and/or assigns, shall maintain in good order and repair Tract C so as to preserve the integrity of all wetland areas, floodplain areas, and other drainage areas located on Tract C.

3. Sanitary sewer, together with the necessary manholes and sewer service lines to all buildings in the plat will be provided.

4. Underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

5. City water will be provided to all buildings as required by the Cedar Falls Utilities Department.

6. Municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety



Department.

7. Storm sewer will be provided as specified by the City Engineer.
8. Handicap ramps will be provided as required by law.
9. All buildings erected on any lots in the Development shall be constructed in accordance with the plumbing and electrical codes of the City of Cedar Falls.
10. The owner of Lot 6, its successors and/or assigns, will install a five (5) foot wide concrete sidewalk, four (4) inches thick, within the Prairie Parkway right-of-way to its connection with the existing sidewalk stub at the intersection of Prairie Parkway and Green Creek Road prior to the issuance of a final certificate of occupancy respecting the building to be constructed on Lot 6. This shall include handicap ramps, if any, as required by state law.
11. The improvements required for herein shall be completed in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the owners of Lot 6 and Tract C, their grantees and assigns, fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective parcel. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective parcel. The foregoing one (1) year time frame shall be extended to five (5) years for the sidewalks to be installed in the Development.
12. The City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective parcel with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
13. The owners of Lot 6 and Tract C, their grantees and assigns, shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
  - A. Shall be constructed and installed in a good and workmanlike manner;
  - B. Shall be free of defects in workmanship or materials;
  - C. Shall be free of any conditions that could result in structural or other failure of said improvements;
  - D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
  - E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24,

Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

14. Construction plans for Lot 6 are now on file in the Office of the City Engineer.

*[Signature and Acknowledgment Follow]*





SURVEYOR'S CERTIFICATE

Pinnacle Prairie Commercial South Phase III, Second Addition


State of Iowa )  
 )SS  
County of Johnson )

I, Bradley Ray Geater hereby certify that I am a Professional Land Surveyor, licensed in compliance with the laws of the State of Iowa; that the Final Plat for Pinnacle Prairie Commercial South Phase III, Second Addition, in the City of Cedar Falls, Iowa was performed by me or under my direct personal supervision on January 22, 2021 that the monuments shown thereon exist as required by the code of Iowa and that their location, size, type and material are accurately shown; and that the legal description of said final plat is:

A PARCEL IN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 25, TOWNSHIP 89 NORTH, RANGE 14 WEST AND IN THE SOUTHWEST FRACTIONAL QUARTER (SW FR ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FR ¼) OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF PINNACLE PRAIRIE BUSINESS CENTER NORTH (PPBCN), AS RECORDED IN BOOK 2005, PAGE 425 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, THENCE ALONG THE SOUTH LINE OF SAID PPBCN N89°12'56"E, 456.28 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF SAID PPBCN; THENCE S00°47'05"E, 30.07 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF PINNACLE PRAIRIE BUSINESS CENTER NORTH PHASE II FIRST ADDITION (PPBCNP2FA), AS RECORDED IN BOOK 2012, PAGE 18835 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 S76°58'13"E, 228.58 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N56°15'37"E, 211.71 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N22°34'30"E, 148.41 FEET TO THE SOUTH LINE OF SAID PPBCNP2FA; THENCE ALONG SAID SOUTH LINE N89°11'25"E, 474.43 FEET; THENCE S00°47'06"E, 133.16 FEET; THENCE S50°10'37"W, 216.70 FEET; THENCE S67°05'38"W, 261.76 FEET; THENCE S51°27'40"W, 400.43 FEET; THENCE S58°12'42"W, 130.38 FEET TO THE NORTH RIGHT OF WAY LINE OF PRAIRIE PARKWAY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N18°50'15"W, 49.33 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N63°45'33"W, 100.04 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S71°07'07"W, 120.21 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE N63°48'04"W, 351.66 FEET; THENCE 304.11 FEET ALONG SAID NORTH RIGHT OF WAY LINE ON A 304.98 FOOT RADIUS CURVE CONCAVE NORTHEAST (CHORD N35°14'05"W, 291.67 FEET); THENCE ALONG SAID NORTH RIGHT OF WAY LINE N06°36'03"W, 43.13 FEET; THENCE N83°20'19"E, 152.20 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 11.89 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

	<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p>
	<p><i>Bradley R. Geater</i>      <i>1/22/21</i></p> <hr/> <p>BRADLEY R. GEATER, P.L.S., P.E.      DATE</p> <p>LICENSE NUMBER 19828.</p>
	<p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021.</p>
	<p>PAGES OR SHEETS COVERED BY THIS SEAL: ALL</p>





## 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 Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** January 25, 2021  
**SUBJECT:** Goldenrod Way reconfiguration - Pinnacle Prairie Master Plan & Development Agreement

In April 2015, the City approved a revised development Master Plan & Developmental Procedures Agreement for Pinnacle Prairie. It was approved subject to several conditions, which included reconfiguring the Goldenrod Way stub street by September 1, 2016. This has yet to be addressed. It is the developer's plan to reconfigure this area in 2021. To assure its completion, staff has worked with the developer on a contract for completion & escrow agreement.

This work is necessitated by the changes in the approved 2015 Master Plan, eliminating Goldenrod Way as a through road. The developer's responsibility was to reconfigure it such that it would no longer appear to be a stub street. Attached is the conceptual plan on the reconfiguration, as a part of the escrow agreement. If that occurs, then the City will release the escrow. If not, then the City will use the escrow to complete the reconfiguration.



Staff recommends approval of the contract for completion & escrow agreement for Goldenrod Way.

**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Cash Escrow)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Oster Family Limited Partnership, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer and City entered into an agreement known as the AMEMDED AND RESTATED MIXED USE ZONING DISTRICT DEVELOPMENT PROCEDURES AGREEMENT dated April 20, 2015; and

WHEREAS, City approval of said agreement was conditioned on the Developer installing the improvements more particularly detailed on attached Exhibit "A" ("Improvements") at Brandilynn Boulevard and Goldenrod Way in Cedar Falls, said area being more particularly shown on attached Exhibit "A" ("Location"); and

WHEREAS, said Improvements have not been completed and are past due; and

WHEREAS, the City and Developer agree that an escrow agreement should be entered into that would allow the City to complete the Improvements if not installed by Developer within an additional reasonable period of time.

NOW, THEREFORE, it is agreed as follows:

1. Developer shall install the agreed upon Improvements at the Location as described in Exhibit "A" attached, which is incorporated herein by this reference, within one hundred eighty (180) days of the date of this Contract.
2. Within thirty (30) days of the date of this Agreement, Developer shall deposit the sum of \$25,121 with the agreed upon Escrow Agent, First National Bank of Cedar Falls, which deposit shall be subject to the Escrow Agreement attached hereto as Exhibit "B" and incorporated herein by this reference. Developer agrees to keep in force the Escrow Agreement through completion and acceptance by the City of the agreed upon Improvements.
3. The design of the Improvements will be consistent with the improvements shown on Exhibit A. The parties agree that the escrowed amount represents the reasonable cost of the agreed upon Improvements.
4. The Developer will be responsible for preparation of the design and construction plans for the Improvements. The City will have the right to review and approve the design and construction documents.
5. If the Improvements are not completed within one hundred eighty



(180) days of the date of this Contract, escrowed funds will be turned over to the City.

6. Escrowed funds shall only be used for funding of the Improvements.

7. If the Improvements are completed within the timeframe stated herein by Developer, and approved and accepted by the City Engineer, the escrowed funds shall be returned to Developer.

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

OSTER FAMILY LIMITED PARTNERSHIP

By: Merrill Oster  
Merrill Oster, General Partner

THE CITY OF CEDAR FALLS, IOWA

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

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

(seal)

STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

This record was acknowledged before me on this 27<sup>th</sup> day of January, 2021, by Merrill Oster as General Partner of Oster Family Limited Partnership

Victoria Escajeda  
Notary Public in and for the State of Arizona

My commission expires: 07-01-2024



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

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Green, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My commission expires: \_\_\_\_\_



136 S. Main  
Chicago, IL 60601  
P: 630.551.1111  
F: 630.551.1111  
schappeler@sda.com



Schappeler Design Associates, Inc.  
LAND PLANNING & LANDSCAPE ARCHITECTURE

Prepared By

Oster Partners  
**LOCKARD**  
4501 Prairie Parkway, Cedar Falls, IA 50613  
(319) 247-7000

Prepared For

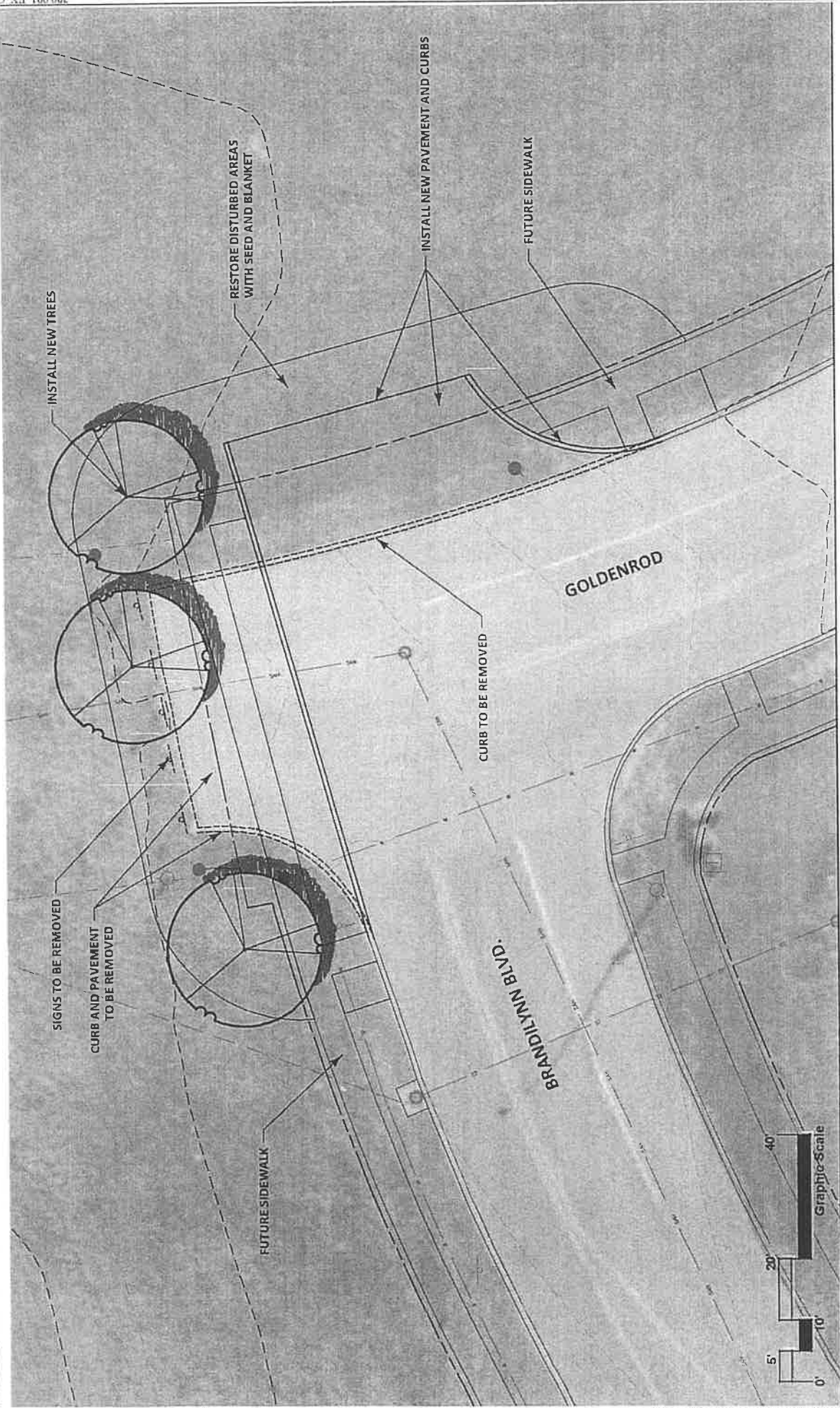
# GOLDENROD PAVEMENT CONCEPT



Issue:  
1st Dec 18, 2020  
2nd Oct 19, 2020  
Scale: 1" = 10'-0"

309.001\_EX\_GOLDENROD.rvt

Cedar Falls, Iowa



ESROW AGREEMENT  
IMPROVEMENTS  
BRANDILYNN AND GOLDENROD,  
CEDAR FALLS, IOWA

TO: FIRST NATIONAL BANK OF CEDAR FALLS, ESCROW AGENT

Oster Family Limited Partnership (“Developer”) hereby delivers to you in escrow, cash in the amount of \$25,121, which shall be held by you in an interest bearing escrow account at the current interest rate, which is in effect from time to time, accounted for in regular monthly intervals and distributed in accordance with the terms and conditions of the attached Contract for Completion of Improvements between Developer and the City of Cedar Falls, Iowa (the “Contract”), which contract by this reference is incorporated herein.

The delivery of the cash into the escrow account is completed delivery and is unconditional, absolute and irrevocable except under the conditions following:

All parties to the Contract, or successors in interest, give the Escrow Agent specific directions in writing canceling this Escrow Agreement or modifying its terms.

- a) All parties to the Contract, or successors in interest, give the Escrow Agent specific directions in writing canceling this Escrow Agreement or modifying its terms.
- b) An adjudication by any Court of competent jurisdiction ordering a variance in the original terms of the Escrow Agreement or ordering its cancellation.
- c) Termination of this Escrow Agreement pursuant to the terms and conditions of the attached Contract.

In the event of a), b) or c) above, the escrow shall be considered terminated and, unless otherwise ordered by the Court as in b) above or directed by the agreement of the parties as in a) above, the escrowed funds shall be returned to Oster Family Limited Partnership, or its successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the City of Cedar Falls is entitled to the funds placed in the escrow account, or part thereof, pursuant to the terms and conditions of the attached Contract, the Escrow Agent shall deliver the same to the City of Cedar Falls. This authority shall include delivery of such funds to a transferee authorized in writing by the City of Cedar Falls.

Information in writing to the Escrow Agent by either the City of Cedar Falls or its representative, including a certified copy of its Resolution, evidencing completion and acceptance of the public improvements referred to in the attached Contract, shall be complete and sufficient authority to deliver the cash balance in such Escrow account to Developer.



The Escrow Agent shall have no responsibility whatsoever to see that Developer and the City of Cedar Falls perform any of the terms of such Contract between them. Responsibility is limited to affecting the transfer of such funds in the escrow account as expressly directed and agreed pursuant to the Contract.


The Escrow Agent shall be entitled to reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "A".

The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The terminated or resigning Escrow Agent shall transmit all records pertaining to the Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

This escrow, power, authority and direction may similarly be used by any and all members of your firm or successors thereof.

Dated at Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Oster Family Limited Partnership



By: Merrill Oster  
Its: General Partner

State of Arizona )  
County of Maricopa )ss

This record was acknowledged before me this 27<sup>th</sup> day of January 2021, by Merrill Oster, as General Partner of Oster Family Limited Partnership

  
\_\_\_\_\_  
Notary Public





RECEIPT

The undersigned hereby acknowledges receipt of \$25,121 as above designated, and agrees to act as Escrow Agent for such transaction and to perform pursuant to instruction as above directed.

Dated: \_\_\_\_\_

First National Bank

\_\_\_\_\_

By:

Its:

Escrow Agent



## 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

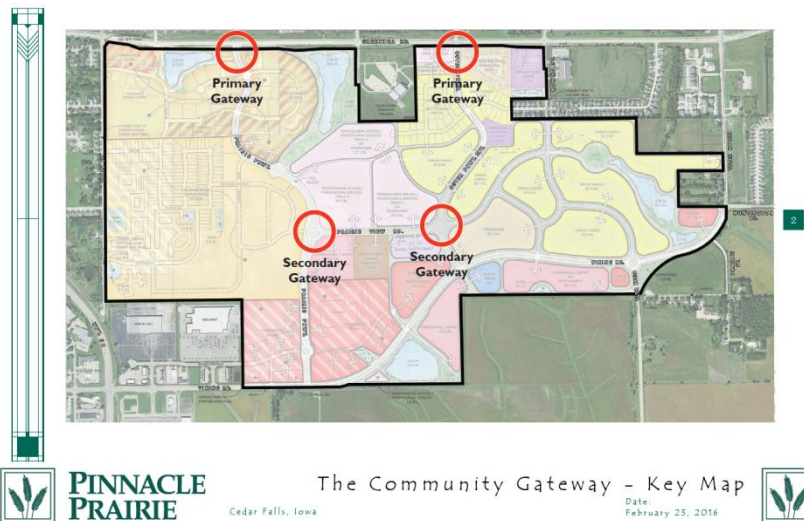
**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** January 25, 2021  
**SUBJECT:** Prairie Parkway/Prairie View Rd. landscaping - Pinnacle Prairie Master Plan & Development Agreement

In April 2015, the City approved a revised development Master Plan & Developmental Procedures Agreement for Pinnacle Prairie. It was approved subject to several conditions, which included submitting a plan for landscaping amenities in the roundabout at Prairie Parkway and Prairie View Road, for approval in 2015 and construction in 2016. This has yet to be addressed.

The 2015 Master Plan identifies the intersections of Prairie Parkway/Prairie View Road and Oster Parkway/Prairie View Road (future) as secondary gateways. The original Pinnacle Prairie Master Plan included five gateways. In 2015, the developer requested to reduce that to four: two primary gateways (already completed: Greenhill Rd/Prairie Parkway and Greenhill Rd./Oster Parkway) and two secondary gateways. The City approved that change.

Given the City's efforts in landscaping a number of roundabouts in our community, the Capital Improvement Plan has identified this and other projects since 2018. The approved FY21-FY26 CIP #59 outlines a potential project of \$160,000, with additional costs for design. The developer is providing an escrow of \$40,000 for the City to use in completing this project. This matches the



funding outline in the CIP. With this escrow in place, staff can start the process of design as well as formal coordination with the Public Art Committee to potentially have artwork in the middle of the Prairie Parkway/Prairie View Road roundabout along with the landscaping improvements.

Staff recommends approval of the contract for completion & escrow agreement for roundabout landscaping at Prairie Parkway/Prairie View Road.



**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Cash Escrow)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Oster Family Limited Partnership, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (the "Developer"), and the City of Cedar Falls, Iowa (the "City").

WHEREAS, the Developer and City entered into an agreement known as the AMEMDED AND RESTATED MIXED USE ZONING DISTRICT DEVELOPMENT PROCEDURES AGREEMENT dated April 20, 2015 (the "Agreement"); and

WHEREAS, said Agreement states in part that "the Developer agrees to install landscaping amenities consisting of plantings and berming in the roundabout features at Prairie Parkway and Prairie View Road ("Roundabout Improvements"); and

WHEREAS, said Roundabout Improvements have not been completed; and

WHEREAS, the City has plans to install certain landscaping improvements greater than the Roundabout Improvements contemplated in the Agreement; and

WHEREAS, it would be economically beneficial to both parties and represent a more efficient use of resources if the Roundabout Improvements were installed at the same time as or incorporated into the City's landscaping improvements at the roundabout; and

WHEREAS, the City and Developer have agreed that Developer shall, in lieu of installation of Roundabout Improvements, deposit in an escrow account sufficient funds to cover the cost of the Roundabout Improvements for use by the City as it installs all planned landscaping improvements in the roundabout.

NOW, THEREFORE, it is agreed as follows:

1. Within thirty (30) days of the date of this Contract, Developer shall deposit the sum of \$40,000 with the agreed upon Escrow Agent, First National Bank of Cedar Falls, which deposit shall be subject to the Escrow Agreement attached hereto as Exhibit "A", which is incorporated herein by this reference. This deposit by Developer represents completion and fulfillment of its obligations towards Roundabout Improvements. The City shall have access to all escrowed amounts, at its discretion, immediately upon either undertaking installation of landscaping improvements at the roundabout, or the first date that any amount is owed to a third party under a public bid awarded for installation of such landscaping improvements, whichever date is earlier. Developer agrees to maintain the escrow account until such time as acceptance by the City of the landscaping improvements at the roundabout.

2. The design by the City of the landscaping improvements at the roundabout will be complementary to the theme and history of Pinnacle Prairie Design Guidelines.

3. The City will be responsible for preparation of the design and construction plans for the landscaping improvements, including Roundabout Improvements, at the roundabout. The Developer will have the right to review and approve the design and construction documents, which approval shall be timely and which approval shall not be unreasonably withheld.

4. If the Roundabout Improvements are not completed within three (3) years of the date of this Contract, or within any reasonable extension agreed upon by the parties, escrowed funds will be returned to the Developer. Grounds for extension include, but are not limited to, unforeseen delays in funding, design and/or construction, bid disputes, or force majeure events. The maximum length of such extension shall be for an additional three years.

5. Escrowed funds shall only be used by the City for funding of the Roundabout Improvements, as incorporated into the landscaping improvements at the roundabout.

6. Roundabout Improvements shall become the property of the City immediately upon installation.

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

OSTER FAMILY LIMITED PARTNERSHIP

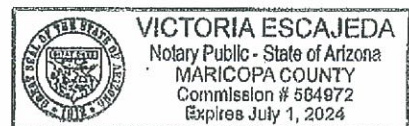
By: Merrill Oster  
Merrill Oster, General Partner

THE CITY OF CEDAR FALLS, IOWA

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

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


(seal)





STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

This record was acknowledged before me on this 27<sup>th</sup> day of January, 2021, by Merrill Oster as General Partner of Oster Family Limited Partnership

  
Notary Public in and for the State of Arizona

My commission expires: 07-01-2024

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

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Green, Mayor, and Jacqueline Daniels, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My commission expires: \_\_\_\_\_

01282779-1\10283-000



ESCROW AGREEMENT  
 ROUNDABOUT IMPROVEMENTS  
 PRAIRIE PARKWAY AND PRAIRIE VIEW ROAD,  
 CEDAR FALLS, IOWA

TO: FIRST NATIONAL BANK OF CEDAR FALLS, ESCROW AGENT

Oster Family Limited Partnership hereby delivers to you in escrow, cash in the amount of \$40,000, which shall be held by you in an interest bearing escrow account at the current interest rate, which is in effect from time to time, accounted for in regular monthly intervals and distributed in accordance with the terms and conditions of the attached Contract for Completion of Improvements between Oster Family Limited Partnership and the City of Cedar Falls, Iowa (the "Contract"), which contract by this reference is incorporated herein.

The delivery of the cash into the escrow account is completed delivery and is unconditional, absolute and irrevocable except under the conditions following:

- a) All parties to the Contract, or successors in interest, give the Escrow Agent specific directions in writing canceling this Escrow Agreement or modifying its terms.
- b) An adjudication by any Court of competent jurisdiction ordering a variance in the original terms of the Escrow Agreement or ordering its cancellation.
- c) Termination of this Escrow Agreement pursuant to the terms and conditions of the attached Contract.

In the event of a), b) or c) above, the escrow shall be considered terminated and, unless otherwise ordered by the Court as in b) above or directed by the agreement of the parties as in a) above, the escrowed funds shall be returned to Oster Family Limited Partnership, or its successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the City of Cedar Falls is entitled to the funds placed in the escrow account, or part thereof, pursuant to the terms and conditions of the attached Contract, the Escrow Agent shall deliver the same to the City of Cedar Falls. This authority shall include delivery of such funds to a transferee authorized in writing by the City of Cedar Falls.

The City shall have access to all escrowed amounts, at its discretion, immediately upon either undertaking installation of landscaping improvements at the roundabout, or the first date that any amount is owed to a third party under a public bid awarded for installation of such landscaping improvements, whichever date is earlier.

The Escrow Agent shall have no responsibility whatsoever to see that Oster Family Limited Partnership and the City of Cedar Falls perform any of the terms of such Contract between them. Responsibility is limited to effecting the transfer of such funds in the escrow account as expressly directed and agreed pursuant to the Contract.



The Escrow Agent shall be entitled to reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "A".

The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The terminated or resigning Escrow Agent shall transmit all records pertaining to the Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

This escrow, power, authority and direction may similarly be used by any and all members of your firm or successors thereof.

Dated at Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Oster Family Limited Partnership

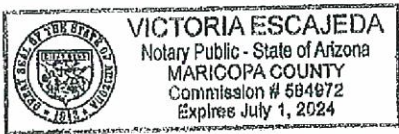
*Merrill Oster*

By: Merrill Oster  
Its: General Partner

State of Arizona )  
County of Maricopa )ss

This record was acknowledged before me this 27<sup>th</sup> day of January 2021, by Merrill Oster, as General Partner of Oster Family Limited Partnership

*[Signature]*  
\_\_\_\_\_  
Notary Public





RECEIPT

The undersigned hereby acknowledges receipt of \$40,000 as above designated, and agrees to act as Escrow Agent for such transaction and to perform pursuant to instruction as above directed.

Dated: \_\_\_\_\_

First National Bank

\_\_\_\_\_  
By:

Its:

Escrow Agent



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, Civil Engineer II, EI

**DATE:** January 28, 2021

**SUBJECT:** Assignment of Maintenance and Repair Agreement  
 Post-Construction Stormwater Management Plan  
 Arabella, LLC – 200 W 1<sup>st</sup> Street

Attached for your review is an Assignment of Maintenance and Repair Agreement so that Sulentic-Fischels Realtor, Inc. can assign and transfer to Arabella, LLC a Maintenance and Repair Agreement for 200 W. 1<sup>st</sup> Street.

On April, 2<sup>nd</sup>, 2018, the City Council approved and authorized execution of a Maintenance and Repair Agreement with Sulentic-Fischels relative to a post-construction stormwater management plan for 200 W. 1<sup>st</sup> Street.

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement requires the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The original agreement also created an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement.

The Engineering Division has reviewed the Assignment of Maintenance and Repair Agreement for Arabella, LLC at 200 W. 1<sup>st</sup> Street. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

**ASSIGNMENT OF MAINTENANCE AND REPAIR AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)  
Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766

**Taxpayer Information:** (name and complete address)  
No Change

**Return Document To:** (name and complete address)  
Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

**Grantors:**  
Sulentic-Fischels Realtors, Inc. f/k/a Sulentic-Fischels

**Grantees:**  
n/a

**Legal Description:** see document

**Document or instrument number of previously recorded documents:**




ASSIGNMENT OF MAINTENANCE AND REPAIR AGREEMENT

COMES NOW, the undersigned and states:

- 1. Sulentic-Fischels entered into a Maintenance and Repair Agreement with the City of Cedar Falls, Iowa, on April 5, 2017, which was recorded in the Office of the Black Hawk County Recorder on April 12, 2018, as Document No. 2018-16525 ("Agreement") involving real estate commonly known as 200 W. 1<sup>st</sup> St., Cedar Falls, Iowa ("Property").
- 2. The owner of Property, Arabella, LLC, should have entered into Agreement.
- 3. That Sulentic-Fischels Realtors, Inc. f/k/a Sulentic-Fischels assigns and transfers to Arabella, LLC, all the right, title, interest in and to Agreement and Arabella, LLC accepts the same as if Arabella, LLC had been the original party to enter into Agreement.
- 3. This Assignment shall be effective April 5, 2017.

Sulentic-Fischels Realtors, Inc. f/k/a Sulentic-Fischels

  
 By: Christopher R. Fischels  
 Its: President

Arabella, LLC

  
 By: Brent Dahlstrom  
 Its: Manager

CONSENT:

City of Cedar Falls, Iowa

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

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

STATE OF IOWA )  
 ) ss.  
 COUNTY OF BLACK HAWK )

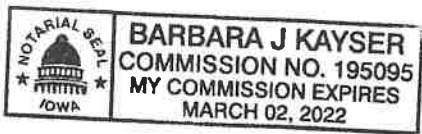
This record was acknowledged before me this 12<sup>th</sup> day of January, 2021, by Christopher R. Fischels, as President of Sulentic-Fischels Realtors, Inc. f/k/a Sulentic-Fischels.

  
 Notary Public



STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

This record was acknowledged before me this 19<sup>th</sup> day of January, 2021, by Brent Dahlstrom, as Manager of Arabella, LLC.



Barbara J Kayser  
Notary Public

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

This record was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Green and Jacqueline Danielsen, as Mayor and MMC, City Clerk, respectively, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public

Doc ID: 008372650007 Type: GEN  
Recorded: 04/12/2018 at 11:25:54 AM  
Fee Amt: \$37.00 Page 1 of 7  
Black Hawk County Iowa  
SANDIE L. SMITH RECORDER  
File **2018-00016525**

3

Item 30.

EN  
\*City of Cedar Falls 220 Clay St Cedar Falls IA 50613

Prepared by: Bolton & Menk, Inc., 309 E 5th Street, Suite 202, Des Moines, IA 50309, Phone: (515)-259-9190  
Return to: Cedar Falls Engineering Department, City Hall, 220 Clay Street, Cedar Falls, IA 50613

**MAINTENANCE AND REPAIR AGREEMENT**

This agreement is made and entered into by and between Sulentic-Fischels (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"):

WHEREAS, Owner desires to construct a series of bioretention cells (biocells) within City ROW and an underground stormwater storage system on a portion of their property described as **200 W 1<sup>st</sup> Street, Cedar Falls, Black Hawk County, Iowa**, Which will require approval of the City, and

WHEREAS, a Maintenance and Repair agreement is required pursuant to Section 27.408 of the City's Code of Ordinances, and

WHEREAS, the parties desire to set forth the terms and provisions of said Agreement as required by said Ordinance.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Owner will construct a series of biocells within City ROW and an underground stormwater storage system on a portion of their property, which is located as follows and depicted on **Exhibit A**:  
  
**On portions of 200 W 1st Street as described below** (Lot Nos. 1 and 2 and Lot No. 8 in Block No. 10 in the original plat in The City of Cedar Falls, Black Hawk County, Iowa).  
**Biocells (within City ROW):** 59.5 feet along western edge and 91.7 feet along northern edge of Lot No. 8; 87 feet along northern edge and 61.3 feet along eastern edge of Lot No. 1.  
**Underground Storage (on owner's property):** 100' x 20' under the parking lot in the center of Lot No.2. as shown on said Exhibit A.
2. Attached hereto as **Exhibit B** is the Underground Storage/Biocell Operation and Maintenance Manual for this Project.
3. Attached hereto as **Exhibit C** is the Maintenance Schedule for the Biocells/Underground Storage System.
4. The land which is benefited by this agreement is entirely titled in Owner. This is a permanent agreement and a covenant running with the land and shall be binding upon the Owner, its grantees, transferees, successors and assigns.
5. The City shall have a permanent access easement for purposes of inspection of the stormwater facilities as designated in the legal description set forth above.
6. The Owner shall be responsible for the operation and maintenance of the biocells/underground storage, and shall make records of the installation, maintenance and repairs, and shall retain said records for at least twenty-five years or until the facility has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request.

(37)

7

360



- 7. If the Owner or any other responsible party fails or refuses to meet maintenance or repair requirements, and if the biocells/underground storage is not a danger to public safety or public health, the City shall provide the Owner or the responsible party with reasonable notice to correct the violation in a timely manner. In the event that the biocells or underground storage becomes a danger to public safety or public health, the City shall notify the Owner or responsible party in writing that upon receipt of the notice, the responsible party shall have two days or such additional time as circumstances may require to maintain and/or repair the facility. If the violations or non-compliance have not been corrected by the Owner or responsible party in a timely manner, the City may assess, jointly and severally, the cost of the work shall be a lien on the biocells/underground storage, or shall be assessed to the benefited property as a lien to be collected in the same manner as property taxes.
- 8. Attached hereto as **Exhibit D** are forms to be utilized with regard to inspection/maintenance of the biocells and underground storage.
- 9. In consideration of the approval by the City of the foregoing agreement and attached Exhibits, Owner accepts the responsibilities set forth herein and agrees that the same shall be binding upon its grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this agreement.

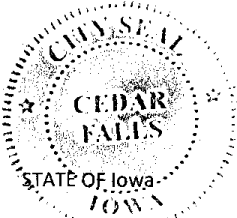


OWNER: Sulentic-Fischels  
 By: [Signature]  
Jim Sulentic, Manager  
 (Print or type) Name and Title

STATE OF Iowa )  
Black ) ss  
 COUNTY OF Hawk )

This instrument was acknowledged before me on the 5<sup>th</sup> day of April, 2017  
 By Jim Sulentic, as Registered Agent of Sulentic-Fischels.

[Signature]  
 Notary Public in and for the State of Iowa

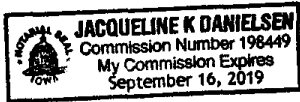


CITY OF CEDAR FALLS, IOWA

By [Signature]  
 Jim Brown, Mayor

STATE OF Iowa )  
 IOWA ) ss  
 COUNTY OF Black Hawk )

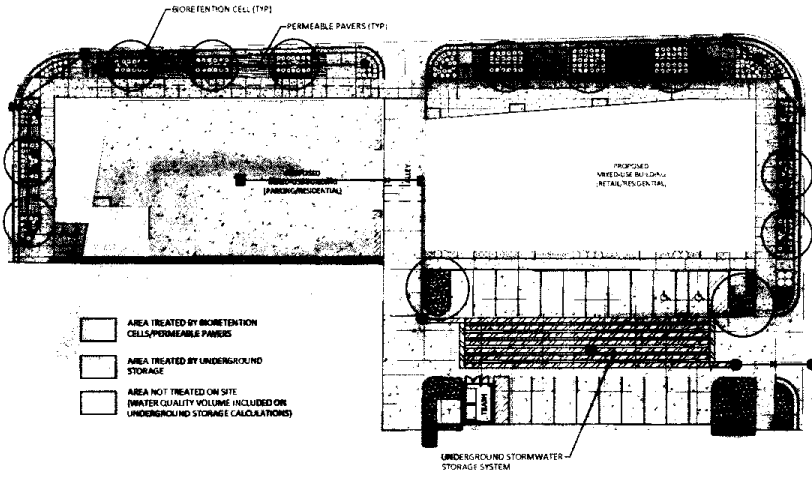
This instrument was acknowledged before me on the 3<sup>rd</sup> day of April, 2017 by Jim Brown, Mayor of the City of Cedar Falls, Iowa.



[Signature]  
 Notary Public in and for the State of Iowa

File Number: 2018-00016525 Seq: 2

Exhibit A



Stormwater Management Map

**BOLTON & MENK**  
 5015 17th Street, Suite 102  
 Des Moines, Iowa 50319  
 Phone: 515.275.8887  
 Email: [DanKovacs@boltonmenk.com](mailto:DanKovacs@boltonmenk.com)  
[www.boltonmenk.com](http://www.boltonmenk.com)

File Number: 2018-00016525 Seq: 3

## Exhibit B

## Underground Storage Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b>BMP element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The inlet device or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
<i>The main detention area: The main detention facility for 200 W 1<sup>st</sup> Street is an underground collection and discharge device</i>	Sediment has accumulated in the storage chambers' sediment traps to a depth within 6" to the top of the sediment trap.	Monitor sediment levels regularly in underground storage Sediment Traps through Inspection/Clean-Out Risers provided. When full, remove sediment with sanitary vacuum equipment and dispose of properly. See manufacturer's recommendations for Clean-out procedures.
	Sediment Traps are full and sediment or debris has overflowed into storage chambers.	Use equipment designed for suction removal of sediment and television function to insure clean out of Storm Water Storage Chambers. Shorten intervals for Clean-out of Traps.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair the outlet.

BMP = Best Management Practice

File Number: 2018-00016525 Seq: 4



## Exhibit B (Continued)

## Biocell Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b>BMP element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The permeable pavers</i>	The joint material has washed away/depleted.	Refresh with No. 8 aggregate joint filler (color: charcoal gray).
	The joint material has filled in with sediment/clogged.	Vacuum out paver joints and refresh with No. 8 aggregate joint filler (color: charcoal gray).
<i>The biocell basin</i>	The basin is clogged/not draining, sediment has accumulated in the basin.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
<i>Stone at basin inlet</i>	Silt build up on washed stone.	Washed stone must be unclogged and replaced as needed.
	Limestone has heaved/fallen over.	Set stone upright, reset pins and epoxy, regrade around stone as necessary.
<i>Drain tile below basin and permeable pavers</i>	The pipe is clogged.	Monitor sediment levels regularly through Inspection/Clean-Out Risers provided. When full, remove sediment from the pipe with sanitary vacuum equipment and dispose of properly. See manufacturer's recommendations for Clean-out procedures.
	The pipe is cracked or otherwise damaged.	Replace the pipe.

BMP = Best Management Practice

File Number: 2018-00016525 Seq: 5

**Exhibit C**  
**MAINTENANCE SCHEDULE**  
**Biocells/Underground Storage System**

DESCRIPTION: **Biocells and Underground Stormwater Storage at 200 W 1<sup>st</sup> Street**

1. Inspect entire system within 60 days of initial operation.
2. Four periodic inspections of entire system within first year of operation.
3. Inspect entire system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
4. After one year of system operation, identify the performance characteristics of the system to adjust the system schedule accordingly. The entire system shall be, at a minimum, inspected annually.

**File Number: 2018-00016525 Seq: 6**

**Exhibit D (Biocells and Underground Stormwater Storage)**

**Stormwater Management Inspection/Maintenance Form**  
*To be kept on site*

**PROJECT NAME:** 200 W 1<sup>ST</sup> Street

**PROJECT LOCATION:** W 1<sup>st</sup> Street between Clay Street and Washington Street

**OWNER/LEGAL ENTITY:** Sulentic-Fischels

**TELEPHONE:**  
\_\_\_\_\_

**E-MAIL:**  
\_\_\_\_\_

**INITIAL DATE OF OPERATION:**  
\_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

File Number: 2018-00016525 Seq: 7




**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** January 27, 2021

**SUBJECT:** Western Homes 9<sup>th</sup> Addition  
 Final Acceptance of Improvements  
 Project No. SU-217-3193

Construction work has been completed on the public improvements in Western Homes 9<sup>th</sup> Addition. The project was designed by Wayne Claassen Engineering and Surveying Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by the City of Cedar Falls Engineering Division and Wayne Claassen Engineering and Surveying Inc.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Western Homes Independent Living Services Incorporation, and the Western Homes 9<sup>th</sup> Addition final plat.

Western Homes 9<sup>th</sup> Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Western Homes 9<sup>th</sup> Addition.

  
 Brett Armstrong, Civil Engineer I

January 27, 2021

Date

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

SURETY BOND NO. 2416567

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Western Home Independent Living Services, Inc., as Principal (hereinafter the "Principal") and West Bend Mutual Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of seven hundred eighty-three thousand & three hundred eighty-one dollars & eighteen cents dollars (\$783,381.18), 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.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 19<sup>th</sup> day of January, 2021; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public infrastructure including streets, sewers, utility lines or any other such public infrastructure  
\_\_\_\_\_  
\_\_\_\_\_

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and 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 performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, 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 City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
  - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
  - C. 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 City 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 City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
  - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans 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 and the approved construction plans; second, if not defined in this Bond and the approved construction plans, 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 approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 12<sup>th</sup> day of January, 2021.

**Countersigned By:**

[Signature]  
Signature of Agent

Michelle Featherston  
Printed Name of Agent

Lee Agency  
Company Name

200 Ford Avenue  
Company Address

Muscataine, IA 52761  
City, State, Zip Code

563-263-9252  
Company Telephone Number

**PRINCIPAL:**

tern Home Independent Living Services,  
Principal

By: [Signature]  
Signature

CEO  
Title

**SURETY:**

West Bend Mutual Insurance Company  
Surety Company

By: [Signature]  
Signature of Attorney-in-Fact

Brenda Verne  
Printed Name of Attorney-in-Fact

Lee Agency Inc  
Company Name

200 Ford Ave  
Company Address

Muscataine, IA 52761  
City, State, Zip Code

563-263-9252  
Company Telephone Number

**NOTE:**

1. All signatures on this 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.

01262978-1\10283-000





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M Green and City Council

**FROM:** Matt Feuerhelm, Principal Engineer, PE

**DATE:** January 13, 2021

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
 Supplemental Agreement No. 3  
 Union Road Recreation Trail – 12<sup>th</sup> St to 27<sup>th</sup> St  
 City Project No. RT-000-3217

Please find attached Supplemental Agreement No. 3 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for Union Road Recreation Trail. This supplemental agreement provides construction observation and administration services for the construction of the trail. Services will include: construction observation and testing services in accordance with Iowa DOT requirements, daily project monitoring and documentation, change order processing, pay application review and processing, project quantity reporting, Iowa DOT audit preparations, SWPPP inspections and general instruction/training to City staff as needed for the use of the Iowa DOT Doc Express electronic filing system.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Recreation Trail Project on December 16, 2019. The construction project will utilize the Surface Transportation Block Grant (STBG) Programming Agreement of \$300,000 and Local Match funding sources (GO Bonds and private contribution).

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 3 with Snyder & Associates, Inc. for construction administration and observation services for the Union Road Recreation Trail project.

If you have any questions or comments feel free to contact me.

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





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Engineering Division*  
 Phone: 319-268-5161 Fax: 319-268-5197

### SUPPLEMENTAL AGREEMENT NO. 3

**Union Road Recreational Trail – 12<sup>th</sup> St to 27<sup>th</sup> St Project**  
**Cedar Falls, Iowa**  
**City Project Number RC-000-3217**

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 16, 2019 for the professional engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### **I. SCOPE OF SERVICES**

This scope of construction engineering services outlines the services required to complete construction administration and observation during the construction of the Union Road Recreation Trail – 12<sup>th</sup> Street to 27<sup>th</sup> Street project.

The apparent low bid for the project was received from Lodge Construction, Inc. at the letting on December 15, 2020. The start date is scheduled for June 28, 2021 and the project is to be completed within 45 working days.

The CONSULTANT shall provide Construction Engineering Services for the construction of the above project as follows:

#### **A. CONSTRUCTION ADMINISTRATION**

1. Preconstruction Conference - The CONSULTANT shall arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
2. Pay Applications - The CONSULTANT shall review the pay applications from the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.

3. Change Orders - The CONSULTANT shall assist the CLIENT in preparation of change orders, as necessary, and issue necessary interpretations and clarification of the plans.
4. Notification of Nonconformance - The CONSULTANT shall notify the CLIENT of any known work which does not generally conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the contractor.
5. Shop Drawings - The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
6. Substantially Complete and Final Site Observation – The CONSULTANT shall coordinate final observation and prepare a punch-list of items to be completed. The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make recommendation on final payment.
7. Project Closeout/Final Acceptance – The CONSULTANT shall prepare final close out documentation which shall include, collection of subcontractor lien waivers submitted by the Contractor, a final pay application, a recommendation to release retainage, and a final change order rectifying project quantities.
8. As-built & Record Drawings – The CONSULTANT shall prepare construction as-built record drawings detailing the actual location of improvements and fixtures. The CONSULTANT shall prepare record drawings based on the marked-up drawings and other data furnished by the Contractor and Construction Observer. The CONSULTANT shall provide the CLIENT with one (1) reproducible copy of the record drawings.
9. Iowa DOT Audit – The CONSULTANT shall prepare for and participate in the final Iowa DOT Audit of the project.
10. If the Contractor exceeds the 45 working days allotted for completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for any additional construction engineering services when authorized by the CLIENT.

#### B. CONSTRUCTION OBSERVATION

The CONSULTANT will provide periodic site observation for the project during Construction. The time spent on site is dependent upon the contractor's schedule, rate of progress, and type of work. It is estimated that observation services will be provided approximately 3 days per week for 14 weeks of work with an additional two weeks for full-time observation for paving operations and PCC testing and plant monitoring included to conform to Iowa DOT requirements. Actual Observation Services will be provided at an amount to be mutually determined by the CLIENT and CONSULTANT.

The CONSULTANT will give guidance to the project during the construction period, including the following:

1. Construction Observation - The CONSULTANT shall make periodic visits to the site at intervals appropriate to the stage of construction to observe the progress and determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. The CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Construction Observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety. The Construction Observer will provide guidance during the construction period, including the following:
  - a. Checking of lines and grades required during construction.
  - b. Observation of the work for general compliance with plans and specifications.
  - c. Keep a record or log of the Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
2. Construction Testing – The CONSULTANT shall coordinate the acceptance testing and monitoring according to the Iowa Department of Transportation requirements. Material testing by an independent laboratory shall be completed as an additional expense if concrete maturity testing is not utilized by the Contractor.
3. SWPPP Monitoring - The CONSULTANT shall perform weekly storm water site inspections with the Contractor to review erosion control measures and complete correlating paperwork. The CONSULTANT shall be responsible for SWPPP monitoring for up to 12 weeks as set by the contract documents and specifications. If additional SWPPP inspections are necessary, the CLIENT shall perform necessary inspections by qualified personnel or provide additional compensation to the CONSULTANT to complete the necessary tasks beyond this scope.

#### C. CONSTRUCTION MANAGEMENT MENTORING

1. The CONSULTANT will provide the CLIENT with mentoring of 2-3 of the CLIENT's staff as it relates to the data collection and documentation required on this project and the DOT funding requirements. This mentoring is understood to be a chance for the CLIENT's staff to familiarize with the DOT funding process as it relates to construction activities, through the experiences of the CONSULTANT. The CONSULTANT is not providing any certified or licensed training, nor is the CONSULTANT providing any guarantee to CLIENT for any performance achievements from mentoring experience. Furthermore, the CONSULTANT reserves the right to relinquish mentoring services if this experience places undo risk on the CONSULTANT's ability to perform all other services as authorized herein. Any such concerns that this performance of mentoring places on the ability of the CONSULTANT to complete the work will be provided in writing to the CLIENT.



2. The time spent on mentoring is dependent upon the construction engineering services and construction activities that may be already occurring (and therefore require no additional hours) and additional time that may be required to provide further detailed training or the CONSULTANT's review of the CLIENT'S contributions to any of these efforts. It is estimated that construction mentoring services could take an additional 8 hours/week for 14 weeks of work. Actual time spent providing this services will be provided at an amount to be mutually determined by the CLIENT and CONSULTANT.
3. The CONSULTANT will provide guidance to the CLIENT's staff for the project during the construction period on the following:
  - a. Pre-construction project documentation set-up
  - b. Regular check-ins
  - c. Materials testing, documentation, and reviews
  - d. Change Order processing (if applicable)
  - e. Pay Application processing
  - f. Daily logs and quantity reporting
  - g. Audit preparations
  - h. SWPPP Inspections
  - i. Additional relevant reporting, as needed

#### D. STORM WATER DISCHARGE COMPLIANCE/HOLD HARMLESS

1. CONSULTANT's Responsibility – The CONSULTANT shall be responsible for SWPPP monitoring and document maintenance as noted in Section II.B.3 of this document. CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site beyond that called for in section II.B.3. It shall be the responsibility of others to comply with all conditions of the Iowa Department of Natural Resources Construction General Permit No. 2 and City of Cedar Falls criteria, excluding the conditions related to maintaining the SWPPP and documenting evidence of compliance with the SWPPP at the job site.
2. CLIENT's Responsibility – The CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; and b) filing the Notice of Discontinuance. The remainder of the requirements for the Storm Water Pollution Prevent Plan and the National Pollutant Discharge Elimination System General Permit No. 2 not included in this agreement shall be the responsibility of the Construction Contractor.

3. Indemnification – CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys’ fees and defense costs (hereafter “Claims”) to the extent caused by CONSULTANT’s errors, omissions or negligent acts relating to the services required by Section II.B.3 of this document. The CLIENT shall protect, defend, indemnify and hold CONSULTANT harmless from any and all claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the CONSULTANT’s own negligent acts. The CLIENT shall release, waive and otherwise discharge any and all claims that CLIENT may assert against CONSULTANT relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of CONSULTANT’s work on the site.

E. ADDITIONAL SERVICES

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, providing testing services which are currently to be performed outside the scope of construction engineering services; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.
2. Included in potential additional work items are GIS as-built mapping services, geotechnical services, legal, permits other than those previously listed, and funding applications. Upon initiation of Additional Services, the CONSULTANT will submit, in writing to the CLIENT, the estimated costs. Such costs will be based on the then-current hourly rates and fixed expenses as outlined in the CONSULTANT’s Standard Fee Schedule in effect at the time of service.

II. **COMPENSATION**

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 fee of One hundred thousand Dollars \$100,000. The compensation for this supplemental agreement is to be integrated into the original agreement.

III. **ASSIGNABILITY**

1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be

Union Road Recreation Trail – 12<sup>th</sup> St to 27<sup>th</sup> St Project  
Cedar Falls, Iowa  
City Project No. RT-000-3217

deemed to be approved when this AGREEMENT is executed. No subconsultants are anticipated.

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 16, 2019.

**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: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: January 13, 2021



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matt Feuerhelm, PE, Principal Engineer

**DATE:** January 19, 2021

**SUBJECT:** Professional Service Agreement  
Snyder & Associates, Inc.  
Cyber Lane Extension  
RC-268-3245

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. that outlines the scope of services and costs to complete the Cyber Lane Extension project.

Snyder & Associates, Inc. was the firm selected by The Public Works Department. The enclosed agreement provides for the design of the Cyber Lane street extension from the current north terminus going north to Technology Parkway.

Total compensation for services provided shall be based on hourly billing rates not to exceed the total amount of fifty-four thousand nine hundred fifty dollars (\$54,950.00). The funding for this contract will be provided by TIF (South Cedar Falls) and this work is part of CIP Item #120.

The Public Works Department requests your consideration and approval of this Professional Service Agreement with Snyder & Associates, Inc. for the Cyber Lane Extension design services.

If you have any questions or comments feel free to contact me.

xc: David Wicke, City Engineer  
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

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### PROFESSIONAL SERVICE AGREEMENT

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***Cyber Lane Extension***  
**Cedar Falls, Iowa**  
**City Project Number: RC-268-3245**

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**This Agreement** is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A, Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will 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 Fifty-Four Thousand, Nine Hundred Fifty Dollars (\$54,950).

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: Lindsay Beaman

Printed Name: Robert M. Green

Printed Name: Lindsay Beaman

Title: Mayor of Cedar Falls

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: January 19, 2021



## EXHIBIT A

### SCOPE OF SERVICES

The Scope of Services to be performed by the Consultant shall include the Services, supplies, materials and expenses to complete the following tasks:

Objective: The Client seeks to extend Cyber Lane north to intersect with Technology Parkway. The project includes:

1. Construction of Cyber Lane from existing dead end, north approximately 450-feet to Technology Parkway. The roadway will generally include 8-inch Portland Cement Concrete (PCC) with two, 13.5-foot wide travel lanes and 2-foot wide curb and gutter sections.
2. Construction of 5-foot wide PCC sidewalk on both sides of the roadway, 1-foot offset from the existing right-of-way.
3. Construction of storm sewer generally meeting current SUDAS (Iowa Statewide Urban Design and Specifications) design standards.

The Consultant will: perform survey and mapping, including right-of-way survey and locate and document existing monuments; develop check and final plans; and provide assistance to the Client during the local letting phase of the project.

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#### **TASK A – CONTRACT MANAGEMENT**

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##### **1.0 Project Administration**

###### **1.1 Monitoring Project Schedule**

The Consultant shall prepare and submit monthly or every other month email updates (1-page), outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall project status. Project submittals may take the place of the progress reports. If design work is not progressing in a manner to comply with the anticipated completion date, the Consultant shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The update shall include a list of requested information from the Client with a desired response date noted to avoid delay of the Consultant's services.

###### **1.2 Monitoring Project Scope**

This includes task identification, scheduling, task assignment, relaying all tasks to the others, and coordination with other members of the project team. The Consultant shall inform the Client of any services required which may not be included in the scope of the design services contract approved by the Client for this Project. It will be the responsibility of the Consultant to make the Client aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the Client are eligible for compensation.

###### **1.3 Project Review Meetings**

The Consultant shall meet with the Client or its designated representatives and Utility representatives (at the same meeting as needed) to review progress and to discuss specific elements of the project design. The meetings will also serve to update schedules, refine project goals, establish and/or refine design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall keep documentation of all communications.

The following meetings are included with the scope of work for this project:

1. Pre-Design
2. Check Design (80% level) (Virtual)

**1.4 Invoice Processing and Review**

Create, process, and review invoices to ensure they meet the Client's standards and all necessary information is included. Coordinate with Client staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

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**TASK B – SURVEY, MAPPING, AND GEOTECHNICAL SERVICES**


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**1.0 Design Surveys**

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The Client shall provide aerial photographic (as available) and other available mapping, including utilities, of the Project area. The specific survey tasks to be performed include the following:

**1.1 Control Surveys**

The Consultant will establish horizontal and vertical control for the Project. Each permanent control point or benchmark shall have horizontal coordinates or elevation, and shall provide monument tie notes including monument descriptions. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per USGS datum. Consultant shall provide sufficient control for construction. If it is determined by the Client that control is insufficient, the Consultant shall add control points.

**1.2 Topographic Survey**

The Consultant will perform topographic surveys required for the development of the project. Topographic surveys are anticipated to require detailed elevation information for proper construction installation, including, but not limited to:

1. Full width of the Public right-of-way
2. Storm sewer outlet drainage easement and temporary construction (for grading) easement
3. Private properties as determined by the Consultant
4. Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
5. Fences, signs, buildings, retaining walls, etc.
6. Vegetation 4" diameter and larger
7. Utility appurtenances likely to be impacted by the project
8. Sanitary and storm sewer and water (e.g. hydrants) above ground structures and invert elevations

**1.3 Utility Surveys**

Public and private utility facilities will be identified through the Iowa One Call process. The Consultant shall perform utility surveys required for the development of the project. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate visible valves and utility access within the project limits to accurately account for adjustment and/or replacement. Underground utilities will be incorporated into the project through map requests to the utility companies and drawn into the design file. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including utility poles, pedestals, valves and manholes).

Potholing of existing utilities is not anticipated to be needed and is not included with this scope of services.

#### **1.4 Right-of-Way Surveys**

The Consultant shall determine the location of existing Right-of-Way (ROW) and identify property owners adjacent to the project. This task consists of researching record documents at the Client and County and locating existing monumentation (including, but not limited to, property pins, government corners, and other monuments) along the corridor. All found monuments shall be shown on the H sheets in contract drawings.

The following lists estimated number of acquisition documents. Provide 3 signed copies of each.

1. Right-of-way (fee title; plat signed by an LS) – 0
2. Permanent easement (plat signed by an LS) – 1
3. Temporary easement (exhibit; no signature required) – 1

The Consultant shall provide plats and/or exhibits for each acquisition required. Plats showing individual right of way acquisitions shall comply with requirements of Iowa Code Section 354.4.

#### **2.0 Outside Services**

##### **2.1 Geotechnical Services**

Consultant's subConsultant (Terracon Consultants, Inc.) shall perform borings at three (3) road right-of-way locations and provide the Consultant with field data and a report as part of this agreement. Consultant's subConsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the project. This information will be used as part of the street design. Consultant shall survey the location of the borings.

Based on the results of the geotechnical evaluation, the Consultant's subConsultant will prepare an engineering report and deliverables that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- General site and project descriptions
- Site and Boring Location Diagrams
- Stratified boring logs with field and laboratory data
- Subsurface exploration procedures
- Summaries of soil and groundwater conditions observed
- General earthwork recommendations for pavements and utility installation
- Pavement subgrade support parameters for PCC Pavements
- General subsurface drainage recommendations
- Pavement section recommendations

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### **TASK C – PLAN DESIGN DEVELOPMENT**

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#### **1.0 Design Criteria & Coordination**

The design and plan sheet setup shall generally follow the Iowa Statewide Urban Design and Specification (SUDAS) Design Manual and the Client's Supplemental Specifications to SUDAS. The Supplemental Specifications shall be made available by the Client.

Utility coordination includes working with Cedar Fall Utilities (CFU) representatives during the check and final design phases to identify conflicts, review utility relocation plans prepared by CFU, and helping to facilitate a schedule with the Client and CFU to perform relocations prior to the Project construction. Coordination with utility companies beyond CFU is NOT included.



## **2.0 Check Plans (80%)**

### **2.1 Check Plan Preparation**

The Consultant shall develop the Preliminary Design Plans for the local project letting. Upon completion, the design plans will be approximately 80% complete. The Client shall provide design plans previously prepared for this area. These plans are to be utilized in place of a preliminary design. The project shall generally follow this design layout. It is assumed that no geometric revisions to the roadway design will occur after the check plans are completed.

The following specific design items are to be included:

1. Pavement construction limits, profile and typical section
2. Layout of sidewalk, not including ADA compliant sidewalk ramps for the proposed sidewalk adjacent to Cyber Lane.
3. Analysis of the proposed roadway storm water system is to be included.
4. Storm sewer system
5. Water main valve adjustments
6. Lighting improvements are NOT to be included
7. Utility protection notes
8. Identification of property owner impacts: parkway grading, site grading, etc.
9. Traffic control layout
10. Design exceptions
11. Tabulations are NOT to be included in this submittal
12. Anticipated regulatory permit needs - NPDES

Check Plans shall be completed to provide the Client the level of detail necessary to evaluate and budget for ultimate project improvement goals including pavement reconstruction, and an understanding of property owner impacts.

### **2.2 Preparation of Project Manual**

Under this task, the Consultant will prepare the project manual. The project manual will include front-end documents, supplementary conditions, and special provisions as necessary. The Consultant will work with the Client to develop the letting and construction schedule and the liquidated damages.

### **2.3 Opinion of Probable Construction Cost**

Prepare an opinion of probable construction cost for the project. Cost estimates shall be based on representative major project elements and based on recent bid information. Detailed quantity takeoffs will be developed for the cost estimate.

### **2.4 Quality Control - Plan Set**

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of preliminary plans and documents for each project segment including roadway and traffic phasing. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the check plan set to the Project Team. Review the check plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

### **2.5 Field Exam**

A Field Exam will NOT be held with the Project Development Team to discuss key issues and design concepts.

### **2.6 Deliverables**

1. Electronic set of 80% plans, with QC review information
2. Cost Opinion
3. Draft Project Manual
4. Notice of Intent and Public Notice for NPDES Permit (if applicable)

### **3.0 Print Documents**

After approval from the Client of the Check Plans developed under Task C.2.0, the Consultant shall proceed with the development of Final Plans for the project. Upon completion, the construction documents will be ready for Council approval to file with the City Clerk.

#### **3.1 Incorporate Comments from Check Plan Review**

The Consultant will respond to comments resulting from the Check Plan Review. Recommended modifications will be incorporated into the print documents.

#### **3.2 Opinion of Probable Construction Cost**

Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$1,000.

#### **3.3 Deliverables**

1. Copies of Print Documents (Signed plans and project manual)
2. Cost Opinion
3. Permit Applications

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## **TASK D – LOCAL LETTING SERVICES**

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The work tasks to be performed or coordinated by the Consultant during the Bid Period Services are based on a local bid letting and shall include the following:

#### **1.1 Advertising**

The Consultant will prepare and distribute a notice of project (NOP) to prospective bidders prior to the project documents being filed with the City Clerk. It is understood that the Client will be responsible for all advertising and notification of Contractors required for a public letting for the project and distribute project documents.

#### **1.2 Plan Clarification and Addenda**

The Consultant shall assist the Client during the bid period in answering questions regarding the design intent. The Consultant shall address questions presented by the Client and/or Contractors and prepare addenda for distribution by the Client. The Consultant shall coordinate with Client's staff during this phase of services.

#### **1.3 Bidding**

The Client shall be responsible for the bid letting via QuestCDN. The Consultant shall make recommendations to the Client Council, in writing, regarding the awarding of the construction contract.

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## **TASK E – CONSTRUCTION PHASE**

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#### **1.1 Pre-Construction Meeting**

The Consultant shall attend a pre-construction meeting scheduled and held by the Client.

#### **1.2 Plan Interpretation during Construction**

The Consultant will be available to discuss the project design with the Client's project manager and the Contractor during the construction phase, at the Client's request. Inquiries during the construction period relating to design Standard of Care items will be addressed by the Consultant under this contract and limited to 20 hours of services. It is understood the Client will provide on-going construction observation and administration services during the construction period and will inquire with the Consultant on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a contract amendment for Consultant Services. The design Standard of Care items are defined as services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.

**1.3 Site Visits**

Construction site visits to address contractor questions, and review construction progress and general conformance to the plans and specifications are not anticipated to be needed and are not included as part of this scope of services.

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**PROJECT SCHEDULE**

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The Scope of Services shall be completed in general accordance with the following schedule:

Pre-Design Meeting .....	February 2020
Survey, Mapping and Environmental.....	February 2021
Submittal of Check Plans (80%).....	April 2021
Check Plan Review Meeting .....	April 2021
Submittal of Printable Documents .....	May 2021
Letting.....	June 2021
Construction.....	July - November 2021

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**OTHER SERVICES**

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The Client may request Other Services from the Consultant not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Consultant; or requesting additional work items that increase the Consultant's Services and corresponding costs. Included in potential additional work items are right-of-way and/or acquisition services, subsurface utility investigation, Americans With Disabilities Act (ADA) sidewalk ramp design and/or additional sidewalk design, replacement of underground utilities, sanitary sewer and water main design, permits other than the NPDES permit as shown above, storm water analysis of the existing outlet detention basin, relocation and/or coordination for relocation of franchise utilities beyond that noted above, televising of utilities for condition assessment, one-on-one property owner meetings, and construction services beyond that noted above.

Upon initiation of Other Services, the Consultant will submit, in writing to the Client, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses in place at the time the services are to be completed.

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**COMPENSATION**

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Compensation for the Scope of Services described herein shall be on the basis of the current hourly rates and shall not exceed \$54,950 without prior written authorization from the Client.



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## Exhibit B

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**Cyber Lane Extension  
Cedar Falls, Iowa  
City Project Number RC-268-3245**

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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.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. 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



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

Cyber Lane Extension  
 Cedar Falls, Iowa  
 City Project No. RC-268-3245

## **EXHIBIT 1 – INSURANCE SCHEDULE**

### **General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

### **Automobile:** *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

### **Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

### **Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

### **Errors & Omissions:** \$1,000,000

**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.



Cyber Lane Extension  
Cedar Falls, Iowa  
City Project No. RC-268-3245

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.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
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 terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
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 terms and conditions of this policy apply unless modified by this endorsement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	Item 33.
12/	

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

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

<b>PRODUCER</b> DONAGHY-KEMPTON INSURORS PO BOX 3287 DES MOINES IA 50316-0287	<b>CONTACT NAME:</b> Brian Donaghy <b>PHONE (A/C. No. Ext):</b> 515-288-8545 <b>E-MAIL ADDRESS:</b> brian@dki-ins.com	<b>FAX (A/C. No.):</b> 515-288-2422	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Snyder & Associates Inc 2727 SW Snyder Blvd Ankeny IA 50023-8402	<b>INSURER A :</b> UNITED FIRE GROUP		13021
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 220391898 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60376805	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ 0
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60376805	10/1/2020	10/1/2021	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		60376805	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		30304469	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property			60376805	10/1/2020	10/1/2021	BPP	\$2,288,000
A	Inland Marine			60376805	10/1/2020	10/1/2021	Leased & Rented	\$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. 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 including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF CEDAR FALLS 220 CLAY ST 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 



POLICY NUMBER: 60376805

COMMERCIAL MULTIPLE LINE  
IL 70 84 06 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

**SCHEDULE****Name of Organization:**

CITY OF CEDAR FALLS IA

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* “Insured Contract” redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

##### **j. Damage to Property**

"Property damage" to:

- (1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;



(2) Property transported by or damage caused by any “automobile”, “watercraft” or “aircraft” you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## 2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## 3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### 2. **Exclusions**

This insurance does not apply to:

#### p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of “bodily injury”.

b. “Property damage” means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this **Electronic Data Liability Coverage**, “electronic data” is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## 4. **COVERAGE G - PRODUCT RECALL EXPENSE**

### a. **Insuring Agreement**

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (**Section I**) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1. To read SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 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.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- 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.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and 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.

**B.** The following provisions are added:

**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a.** 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;

- b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. 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.

**6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

- a. 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; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
  - (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.
  - (3) Such coverage will not apply subsequent to the first to occur of the following:
    - i. The expiration of the period of time required by the "written contract"; or
    - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

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

**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when 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.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, 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 for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### 9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you 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.

#### 10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.



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. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, 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 is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

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

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

**SECTION III - LIMITS OF INSURANCE**

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
  - d. Damages under **Coverage H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added :**
8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
9. **Coverage G - Product Recall Expense**  
 Aggregate Limit \$50,000  
 Each Product Recall Limit \$25,000
- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
  - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.
- We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.
- We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. **Aggregate Limits of Insurance (Per Location)**  
 The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.  
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**  
 The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:  
 The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement;
  - b. 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.
13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE** , a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .  
**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.



B. The following are added:

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

- A. At item 12. "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" **c.** is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D. Item 9. "Insured Contract" **f.(1)** is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
  - b. Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.





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## Exhibit C

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**Cyber Lane Extension  
Cedar Falls, Iowa  
City Project Number RC-268-3245**

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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. 120.1151.08

Cyber Lane Extension  
Cedar Falls, Iowa  
City Project No. RC-268-3245

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. 120.1151.08

Cyber Lane Extension  
Cedar Falls, Iowa  
City Project No. RC-268-3245

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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matt Feuerhelm, PE, Principal Engineer

**DATE:** January 15, 2021

**SUBJECT:** Professional Service Agreement  
 AECOM Technical Services, Inc.  
 Lake Street Trail  
 RT-819-3247

Please find attached the Professional Services Agreement with AECOM Technical Services, Inc (AECOM) that outlines the scope of services and costs to complete the Lake Street Trail project.

AECOM was the firm selected by The Public Works Department. The enclosed agreement provides for the design of the proposed Lake Street Trail from Central Avenue to an existing trail connection near Big Woods Road.

Total compensation for services provided shall be based on hourly billing rates not to exceed the total amount of fifty-nine thousand five hundred dollars (\$59,500.00). The funding for this contract will be provided by GO Bonds and this work is part of CIP Item #97.

The Public Works Department requests your consideration and approval of this Professional Service Agreement with AECOM for the Lake Street Trail design services.

If you have any questions or comments feel free to contact me.

xc: David Wicke, City Engineer  
 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

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### PROFESSIONAL SERVICE AGREEMENT

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CITY OF CEDAR FALLS, IOWA  
LAKE STREET TRAIL PROJECT  
TAP-U-1185(655)--8I-07  
CITY PROJECT NUMBER: RT-819-3247

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**This Agreement** is made and entered by and between AECOM Technical Services, Inc., a California corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will 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 fee of Fifty-Nine Thousand Five Hundred Dollars (\$59,500.00) and will not be exceeded without authorization from the Client.

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: Douglas W. Schindel

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Associate Vice President

Date: \_\_\_\_\_

Date: January 25, 2021



**CITY OF CEDAR FALLS, IOWA  
LAKE STREET TRAIL PROJECT  
TAP-U-1185(655)--8I-07  
CITY PROJECT NUMBER: RT-819-3247  
EXHIBIT A**

### **Project Description**

This project includes the construction of a 0.6-mile shared use path along the south side of Lake Street from Central Avenue to Big Woods Road to connect to the Big Woods Road Trail. This 10' wide PCC shared use path will include grading, driveway modifications, erosion control and possible culvert extensions. The project is anticipated to be constructed in the 2022 construction season.

### **Scope of Services**

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provided preliminary and final design for the Lake Street Trail Project. This project will include topographic survey, environmental review, land acquisition services, preparation of concept statement, easements, preliminary and final design. The location of the shared use path will be as shown in the Application Form for Iowa's Transportation Alternatives Program (TAP) Funds submitted by the City. The project will be designed assuming an Iowa DOT letting using Iowa DOT standards and specifications. The scheduled letting date for the project is February 15, 2022. The Scope of Services is further described by the following tasks:

#### *Survey, Environmental Review and Preliminary Design*

Tasks 1 - 8. The design survey and base mapping task includes the topographic survey of the proposed location of the shared use path shown in the TAP application. Utilities will be identified, and a joint meeting will be scheduled with the possible utilities within the corridor. Property pins will be located, as well, in the locations necessary. AECOM will prepare and submit the Concept Statement to the Iowa DOT based on the TAP application and preliminary design. The preliminary plans will include the typical cross sections, alignment and location of the shared use path, the proposed profile, culvert extensions, driveway modifications and ADA ramp layouts. If needed, Stantec Consulting Services, Inc., will provide a review of the corridor for possible wetlands and, if present, determine boundaries and provide locations to AECOM for determination of impact.

Task 1 - Design Survey and Base Mapping

Task 2 - Environmental Review (Stantec)

Task 3 - Preparation of Concept Statement

Task 4 - Title and Legend Sheets (A-Series Sheets)

Task 5 - Typical Cross Sections (B-Series Sheets)

Task 6 - Plan and Profile Sheets (D-Series Sheets)

Task 7 - ADA Ramp Detail Sheets (S-Series Sheets)

Task 8 - Cross Section Sheets (W-Series Sheets)

#### *Final Design*

Tasks 9 - 22. These tasks include the preparation of the check and final construction plans meeting Iowa DOT standards and specifications. These tasks will include the design of the culvert extensions and review of the impact to drainage by possibly filling in the ditch on the south side of Lake Street, development of the erosion control and pollution prevention plan, tabulations of quantities and estimate reference, plan and profile sheets and traffic control sheets. It is anticipated that Lake Street will remain open and that short-duration lane closures may be necessary during construction. AECOM will complete the Iowa DOT on-line bid entry after completion of final plans.

Task 9 - Drainage Design  
Task 10 - Erosion Control Design  
Task 11 - Title and Legend Sheets (A-Series Sheets)  
Task 12 - Typical Sections and Details (B-Series Sheets)  
Task 13 - Quantities, Estimate Reference Notes and Tabulations (C-Series Sheets)  
Task 14 - Plan and Profile Sheets (D-Series Sheets)  
Task 15 - Geometric Data Sheets (G-Series Sheets)  
Task 16 - Right-of-Way Sheets (H-Series Sheets)  
Task 17 - Traffic Control Notes (J-Series Sheet)  
Task 18 - Sidewalk Details (S-Series Sheets)  
Task 19 - Cross-Section Sheets (W-Series Sheets)  
Task 20 - Construction Cost Opinion  
Task 21 - Final Revisions  
Task 22 - On-Line Bid Item Entry

#### *Property Acquisition*

Tasks 23 - 28. These tasks include determination of existing property boundaries, determination of project construction limits and development of acquisition plats required for construction of this project. This task also includes ROW acquisition services, if needed. A portion of these tasks will be completed by JCG. It is estimated acquisitions of temporary easements will be needed from two separate parcels. The City of Cedar Falls will complete closing services and recording documentation. The following identifies tasks leading to the completion of property acquisition for the project:

Task 23 - Property Boundary Survey  
Task 24 - Preparation of Acquisition Plats (Assumes Two Temporary Easements)  
Task 25 - Property Owner Research (JCG)  
Task 26 - Compensation Valuation (JCG)  
Task 27 - Acquisition Process (JCG)  
Task 28 - ROW Acquisition Meetings and Parcel Tracking/Reporting (JCG)

#### *Project Administration*

Tasks 29 - 35. These tasks include the project administration tasks such as internal meetings, client review meeting, a public informational meeting, individual property owner meetings, utility coordination, Iowa DOT coordination, NPDES permit application and other administration items which are further described in this section.

Task 29 - Quality Control Review  
Task 30 - Project Meetings  
Task 31 - NPDES Permit Preparation  
Task 32 - Public Informational Meeting  
Task 33 - Pre-Letting Activities  
Task 34 - Utility Coordination  
Task 35 - Project Team Coordination

#### *Exclusions:*

The following items are not included, but may be added by supplemental agreement:

Construction-Related Services  
 ROW Closing Services  
 Wetland Mitigation Services

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**EXHIBIT B**


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**CITY OF CEDAR FALLS, IOWA  
LAKE STREET TRAIL PROJECT  
TAP-U-1185(655)--8I-07  
CITY PROJECT NUMBER: RT-819-3247**

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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.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:



- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.

The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

\*\* ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. 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 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

**EXHIBIT 1 – INSURANCE SCHEDULE****General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000  
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000



## City of Cedar Falls, Iowa

### ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

### GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

### **cancellation and material changes endorsement**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Your Insurance Agency 123 Main Street Anytown, IA 00000	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID.#:	FAX (A/C, No.):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Business Name 123 Main Street Anytown, IA 0000	INSURER A : Carrier should reflect rating of A-, VIII or better	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR I/TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	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 EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

<b>CERTIFICATE HOLDER</b> City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
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 terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**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

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
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 terms and conditions of this policy apply unless modified by this endorsement.**

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**EXHIBIT C**

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**CITY OF CEDAR FALLS, IOWA  
LAKE STREET TRAIL PROJECT  
TAP-U-1185(655)--8I-07  
CITY PROJECT NUMBER: RT-819-3247**

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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.
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.

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 FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** January 28, 2021  
**SUBJECT:** FY2022 Budget

Attached is the state required notice for the FY22 budget hearing. The rate on the notice is \$11.38. This rate will cause a 1.98% increase on residential properties, a .44% decrease on commercial & industrial properties, and a 5.68% decrease on multi-residential properties. Also included is the complete budget document. The next step in the budget process is to have a hearing on the budget and formally adopt the budget. **The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for February 15, 2021.**

If you have any questions, about the budget or the budget process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**

Fiscal Year July 1, 2021 - June 30, 2022

The City of: CEDAR FALLS

The City Council will conduct a public hearing on the proposed budget as follows:

Location: Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa. To protect against the spread of COVID-19, said meeting may be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda Meeting Date: 2/15/2021 Meeting Time: 07:00 PM

Item 35.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 11.38273

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00363

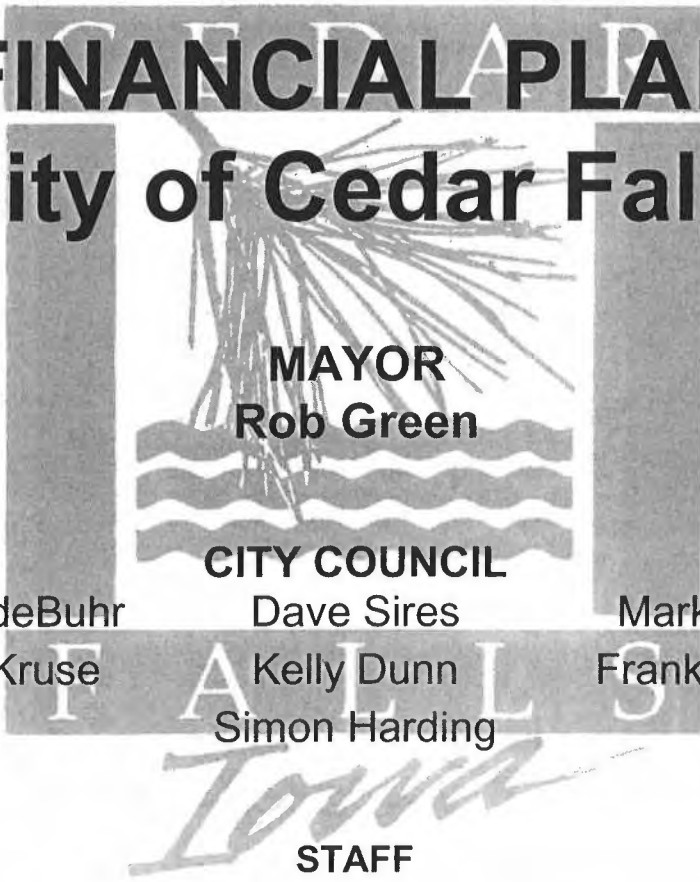
**At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.**

Phone Number City Clerk/Finance Officer's NAME  
(319) 273-8600 Jennifer Rodenbeck

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	22,430,012	22,527,254	21,194,753
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	22,430,012	22,527,254	21,194,753
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	6,646,260	3,708,431	2,823,328
Other City Taxes	6	5,709,508	6,956,840	6,040,232
Licenses & Permits	7	1,036,000	1,036,018	943,024
Use of Money and Property	8	1,442,800	2,115,184	2,751,157
Intergovernmental	9	14,460,070	14,034,693	13,932,387
Charges for Fees & Service	10	14,166,550	13,159,401	12,940,352
Special Assessments	11	0	0	16,833
Miscellaneous	12	767,540	4,154,682	3,024,572
Other Financing Sources	13	2,133,000	3,602,719	34,300
Transfers In	14	13,336,350	10,010,440	11,770,817
<b>Total Revenues and Other Sources</b>	15	82,128,090	81,305,662	75,471,755
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	13,199,520	12,608,501	12,403,129
Public Works	17	21,398,500	13,737,272	12,829,115
Health and Social Services	18	45,000	232,000	208,426
Culture and Recreation	19	7,985,710	8,135,212	7,087,937
Community and Economic Development	20	3,127,200	3,108,916	2,754,259
General Government	21	5,469,310	6,118,610	4,943,296
Debt Service	22	1,062,100	955,710	1,779,753
Capital Projects	23	24,751,410	19,055,211	12,819,671
<b>Total Government Activities Expenditures</b>	24	77,038,750	63,951,432	54,825,586
Business Type / Enterprises	25	11,377,760	9,089,340	10,054,242
<b>Total ALL Expenditures</b>	26	88,416,510	73,040,772	64,879,828
Transfers Out	27	13,336,350	10,010,440	11,770,817
Total ALL Expenditures/Transfers Out	28	101,752,860	83,051,212	76,650,645
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-19,624,770	-1,745,550	-1,178,890
Beginning Fund Balance July 1	30	87,695,662	89,441,212	90,894,288
<b>Ending Fund Balance June 30</b>	31	68,070,892	87,695,662	89,715,398



# FY2022 – 2024 FINANCIAL PLAN City of Cedar Falls



**MAYOR**  
Rob Green

**CITY COUNCIL**

Susan deBuhr	Dave Sires	Mark Miller
Daryl Kruse	Kelly Dunn	Frank Darrah
	Simon Harding	

**STAFF**

City Administrator,  
Ron Gaines

Community Development  
Director, Stephanie Sheetz

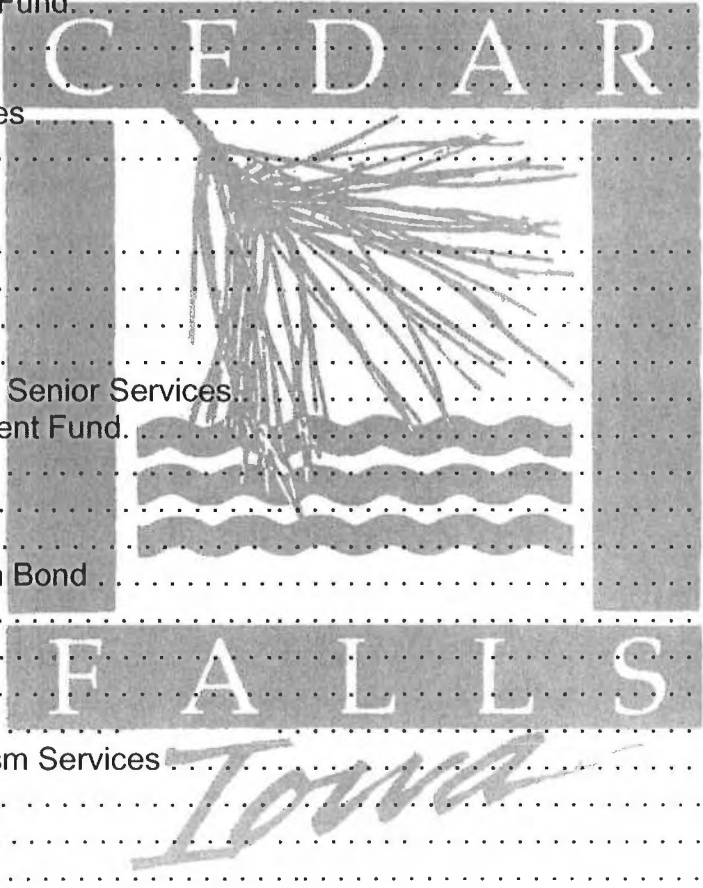
Public Works  
Director, Chase Schrage

Public Safety Services  
Director, Jeff Olson

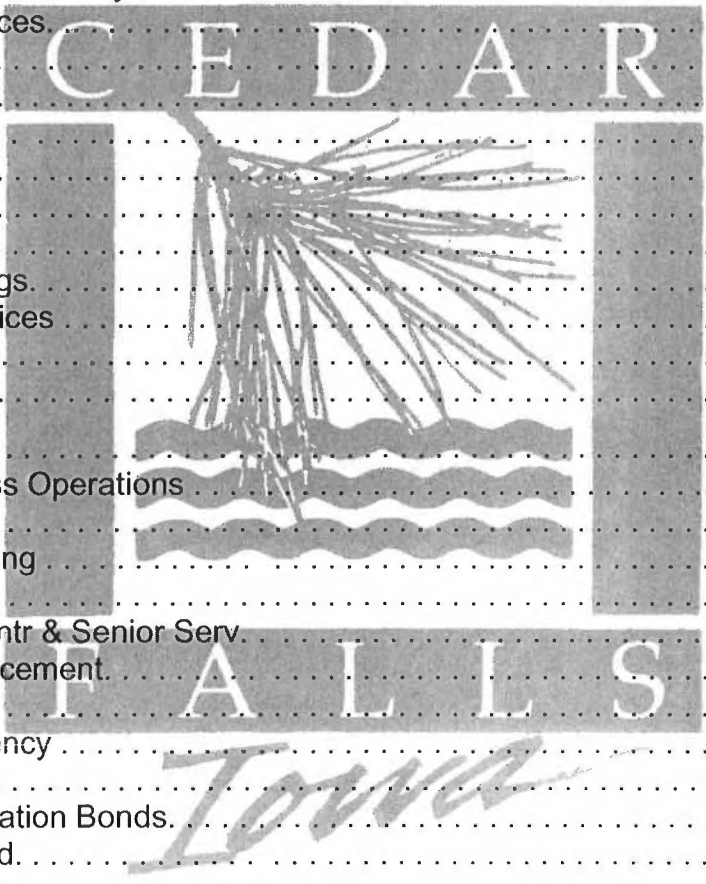
Finance & Business Operations  
Director, Jennifer Rodenbeck

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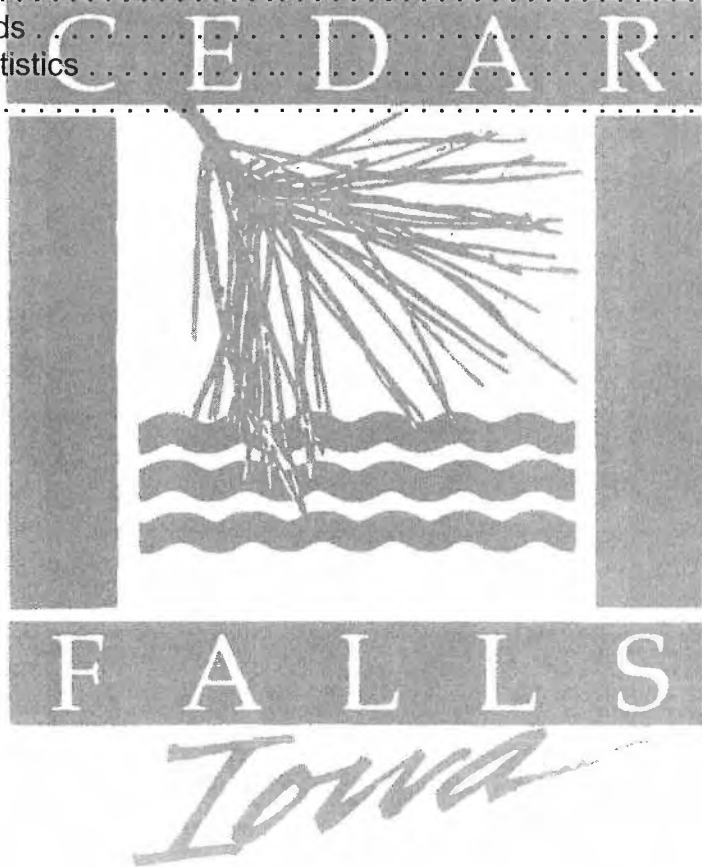
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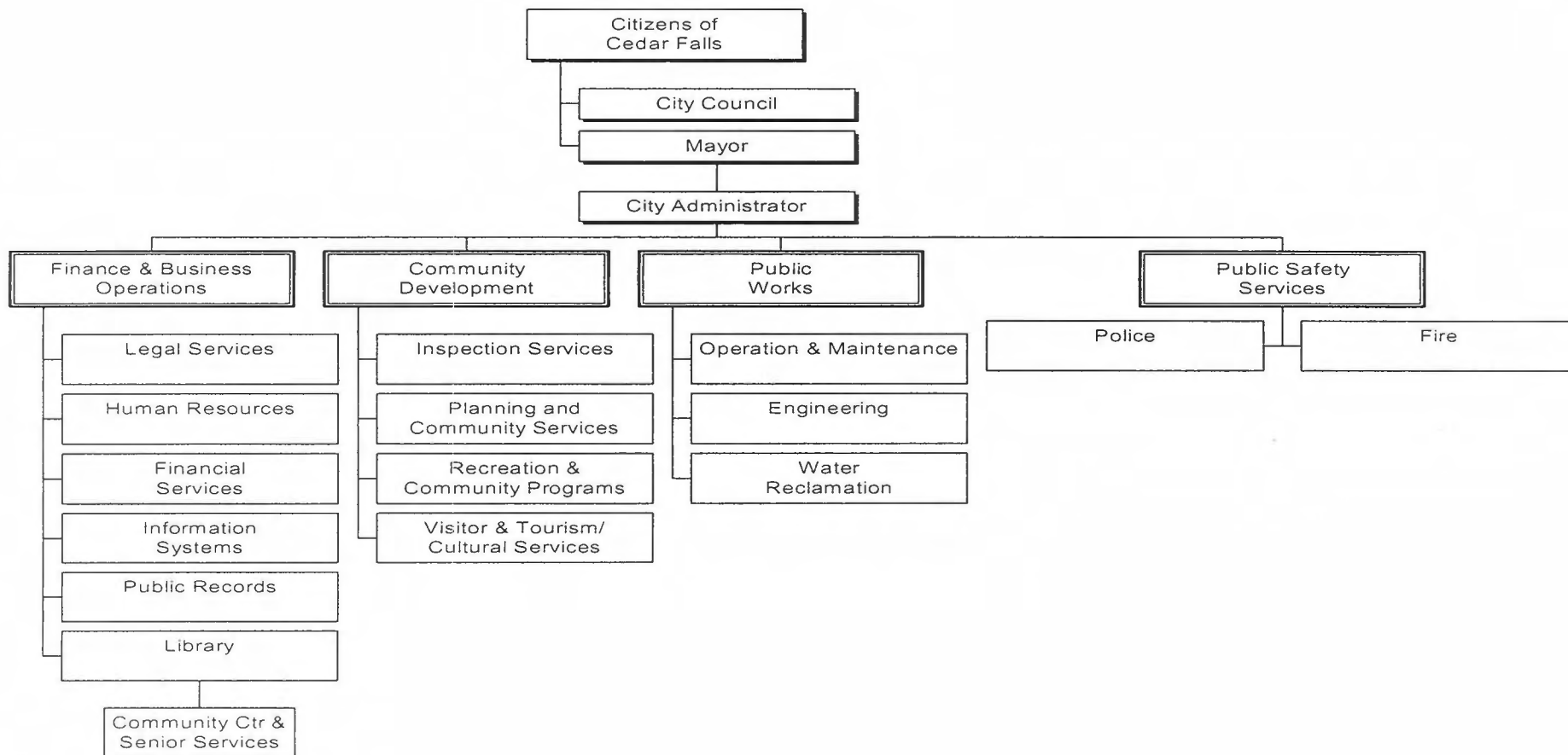
## CITY OF CEDAR FALLS, IOWA

## PRINCIPAL OFFICIALS

January 1, 2021

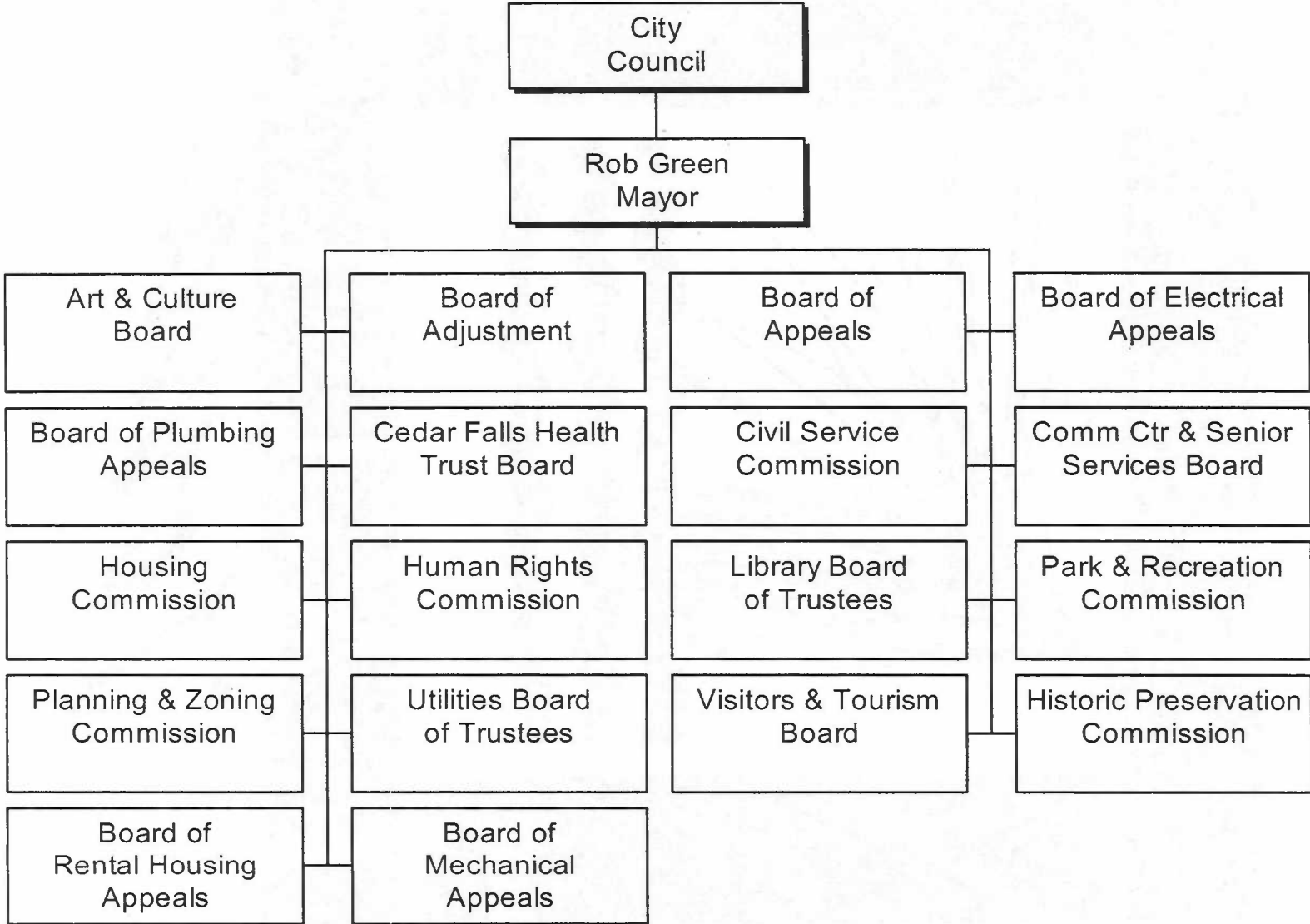
Title	Name
Mayor	Rob Green
Council Member – 1 <sup>st</sup> Ward	Mark Miller
Council Member – 2 <sup>nd</sup> Ward	Susan DeBuhr
Council Member – 3 <sup>rd</sup> Ward	Daryl Kruse
Council Member – 4 <sup>th</sup> Ward	Simon Harding
Council Member – 5 <sup>th</sup> Ward	Frank Darrah
Council Member – At Large	Kelly Dunn
Council Member – At Large	Dave Sires
City Administrator	Ron Gaines
Finance & Business Operations Director	Jennifer Rodenbeck
Community Development Director	Stephanie Houk Sheetz
Public Works Director	Chase Schrage
Public Safety Services Director	Jeff Olson
Asst. Director of Public Safety /Fire Chief	John Bostwick
Asst. Director of Public Safety/Police Chief	Craig Berte
City Attorney	Kevin Rogers
Controller/City Treasurer	Lisa Roeding
Human Resources Manager	Toni Babcock
City Clerk	Jacque Danielsen
Information Systems Manager	Julia Sorensen
Cedar Falls Public Library Director	Kelly Stern
Recreation & Community Programs Manager	James Lillibridge
V&T/Cultural Programs Manager	Kimberly Manning
Planning & Community Srv. Manager	Karen Howard
Inspection Services Manager	Jamie Castle
City Engineer	David Wicke
Water Reclamation Manager	Mike Nyman
O & M Parks Manager	Brian Heath
Cedar Falls Utilities General Manager	Steve Bernard

### City of Cedar Falls, Iowa Organizational Chart





# City of Cedar Falls, Iowa Boards and Commissions





## READER'S GUIDE

The annual operating budget for the City of Cedar Falls (the City) is the result of many hours of deliberation by the City staff, Mayor and the City Council. Organization of the budget document is designed to help the reader locate information, both financial and non-financial, in a timely manner.

This guide is included to provide the reader with an overview of the budget document, the budget process, budget implementation, and reporting on budget results.

### INTRODUCTION

The City of Cedar Falls, with a population of 39,260, is located in Black Hawk County in the northeastern section of Iowa. The area of the City is 28.9 square miles of incorporated land. The University of Northern Iowa with a student population of approximately 10,500 is located in Cedar Falls and has provided growth and stability to the city.



The City operates under the Mayor-Council form of government with appointed City Administrator. Policymaking and legislative authority are vested in the governing council, which consists of seven members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, setting goals, and approval of boards and commissions. The Council is elected on a non-partisan basis. Council members consist of two Council members elected at large and one Council member from each of five wards as established by ordinance, elected for terms of four years. The Mayor is responsible for supervising the City Administrator. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

### BUDGET PROCESS

#### Preparation and Adoption

In October 2020, the budget process for fiscal year 2021-2022 (FY2022) began. The Mayor, Council and the City Administrator discuss policies relating to the FY2022 budget in light of the City financial plan. The Department of Finance & Business Operations then prepares the instructions and budget estimate sheets and forwards them to the city departments. The Department Directors then fill in their budget estimate sheets with their requests.

The budgets are forwarded to the Dept. of Finance & Business Operations for the processing of the numerical data. During the processing of expenditure request data by the Dept. of Finance & Business Operations, the Director of Finance & Business Operations also prepared revenue estimates using available historical data, combined with current year projections and trends. After the Dept. of Finance & Business



Operations processed expenditure requests, the Director of Finance & Business Operations then reviews departmental requests. Over a period of three to four weeks, the City Administrator and Director of Finance & Business Operations made revisions and modifications to the original departmental requests in order to arrive at a final proposed budget.

On or before January 31<sup>st</sup>, the Mayor and City Administrator reviewed the budget estimates and the Department of Finance & Business Operations prepares a summary statement for the coming fiscal year. By the end of January a date for the maximum levy hearing is set.

By mid-February, the Council receives a preliminary budget prepared by the Dept. of Finance & Business Operations, approves a maximum levy rate and sets a date for a budget hearing. A sufficient number of copies of the detailed budget are available to meet the requests of taxpayers and organizations at the offices of the Mayor, Director of Finance & Business Operations, and the City Library.

The Director of Finance & Business Operations publishes the budget estimate and notice of hearing 10 to 20 days prior to the date set for the hearing in a newspaper published at least once weekly and having general circulation in the city. (See Section 362.3, Iowa Code.) A public hearing is then held by mid-March and the Council adopts the proposed budget.

The adopted budget is filed with the County Auditor and Iowa Department of Management by March 31.

### **Budget Amendment**

Sec. 384.18 of the Code provides that a city budget for the current fiscal year may be amended for any of the following purposes:

1. To permit the appropriation and expenditure of unexpended, unencumbered cash balances on hand at the end of the preceding fiscal year, which had not been anticipated in the budget.
2. To permit the appropriation and expenditure of amounts anticipated being available from sources other than property taxation and which had not been anticipated in the budget.
3. To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund unless specifically prohibited by state law.
4. To permit transfers between programs within the general fund.

A city budget becomes effective July 1 unless amended under the conditions listed above. A budget amendment must be prepared and adopted in the same manner as the original budget as provided in Sec. 384.16 and is subject to protest as provided in

Sec. 384.19. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30.

**Budget Calendar**

Budget Calendar 2020

- By October 9           The Mayor, Council and the City Administrator discuss policies relating to next year's budget in light of the City financial plan. At the same time, the Department of Finance & Business Operations prepares the instructions and budget estimate sheets and forwards them to the city departments.
- Oct. 12 to Nov. 13    The Departmental Directors fill in their budget estimate sheets with their requests. Supporting data such as department work programs for the ensuing year should be included. The Director of Finance & Business Operations prepares a statement of debt service requirements for payment of principal and interest and fixed charges, which the city must pay.
- Nov. 16 to Jan. 29    An estimate is made of all revenues, which the city will receive. The budget process is completed by Finance staff.

Budget Calendar 2021

- By January 29         The Mayor and City Administrator review the budget estimates and prepare a summary statement for the coming fiscal year. A date for the maximum levy hearing is set.
- By February 1         The Council holds a budget work session.
- By February 1         The Council receives the preliminary budget and holds the hearing for the maximum levy.
- By February 15        Set the date for the public hearing on the budget.
- By March 1             Hold the public hearing.
- By March 31            Deadline for filing adopted budget with County Auditor.
- By May 31              A City budget shall be amended for the current year.

October 2020				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 2020				
M	T	W	T	F
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21	22	23	24	25
28	29	30	31	

January 2021				
M	T	W	T	F
				1
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February 2021				
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22	23	24	25	26
29	30	31		

March 2021				
M	T	W	T	F
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8	9	10	11	12
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22	23	24	25	26
29	30	31		

April 2021				
M	T	W	T	F
			1	2
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12	13	14	15	16
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26	27	28	29	

May 2021				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				



## BUDGET OBJECTIVES

The FY2022 budget has been prepared in an effort to communicate to the citizens and staff of the City the overall policies and goals of the City Council. The budget document includes descriptions of the various activities and programs (departments) of the City, and the goals and objectives for the current and future years. This format is designed to communicate clearly to the public the goals and objectives of the City Council, thereby enabling the reader to gain more useful information about the City, without requiring detailed accounting or budgetary knowledge.

For each operational fund, the budget is prepared on a line-item basis by individual department and division/activity. The City Administrator then presents budget programs and goals and objectives to the City Council. Line item expenditure justifications are omitted from the budget document, in order to focus more on the programs and objectives of the coming fiscal year. The Finance & Business Operations Department will provide a line item and capital outlay detail budget upon request.

## BUDGET PHILOSOPHY

Budget philosophy for the City depends upon the local needs and concerns of the citizens. Other factors also affect budget philosophy, such as the state of the local economy, the demands of the public for increased services, and unfunded mandates and requirements of federal and state regulatory agencies. Even with all of these considerations, the budget prepared by the City was prepared from a conservative perspective with regard to estimating both the revenues and expenditures. Although historical comparisons and trends are very useful, often-current year data and trends will take precedence over prior year trends. Budgeting from such a "conservative" perspective, revenues are often anticipated either at or only slightly above prior year levels, unless there are other known factors that may significantly affect anticipated revenues. By estimating revenues conservatively, decreases in any one revenue source due to fluctuations in the economy and variations in weather should not adversely affect the City's "bottom line."

Likewise, expenditures are also estimated conservatively, i.e., allowances are made for unanticipated expenditures, and personal services for vacant positions are funded for the entire fiscal year, except where noted. As a result, over the years this method of budgeting has resulted in increases in the actual fund balance, when compared to the original fund balance budget. The City continues to use this method of budgeting rather than using unreasonable or unsubstantial projections, since such budget methods could have an adverse impact on the City's reserves.

Each year, the City's goal is to provide a balanced budget in which current revenues equal current expenditures for the General Fund. The budgets for all other funds will have revenues equal or exceeding expenditures depending on the nature of the fund. In cases where expenditures exceed revenues for a particular fund in the current year is due to an intentional use of fund reserves.

**PRESENTATION OF FINANCIAL INFORMATION AND BASIS OF ACCOUNTING**

**Fund Accounting**

The City utilizes fund accounting procedures to prepare the annual budget, however, the state required budget forms are prepared by fund type and by program. Also, because the City is organized into 4 separate departments, the budget document is sequenced by departments, since the department directors use this document as an operational guide.

Fund accounting is the specialized type of accounting used by local governments. It arose in response to the special limitations placed on significant amounts of the resources provided to governmental jurisdictions by legal ordinances, grantors, and other resource providers. By definition, a “fund” is a distinct fiscal entity, accounting for receipts and disbursements that are for specific activities. A fund is a self-balancing set of accounts, where assets equal liability plus fund balance.

The funds of the City of Cedar Falls are summarized by fund type in the following manner:

1. General - General activities of the City are considered part of the General Fund.
2. Special Revenue Funds - The Street Construction Fund, the Section 8 Housing Assistance Fund, the Block Grant Fund, and the Police & Fire Retirement Funds are required by state and/or federal laws to be classified as separate funds in the Special Revenue Fund type.
3. Debt Service - Bond covenants require a sinking fund to make debt service payments. The City of Cedar Falls has one debt service fund.
4. Capital Projects - All large capital projects, improvements, and equipment purchases are budgeted in the Capital Projects Fund type.
5. Proprietary - The three enterprise funds, Sewer Rental, Refuse, and Storm Water, and two internal service funds, Data Processing and Vehicle Maintenance, are presented, however, only the enterprise funds are budgeted in the Proprietary Fund type since Internal Service Funds are not required to be budgeted on the state form.

**Columnar Format**

In order to facilitate enhancing year-by-year changes, comparative financial information for the following years in the General Fund and Other Funds sections of this document, is presented in the following columns:

<u>Actual</u>	<u>Actual</u>	<u>Budgeted</u>	<u>Projected</u>	<u>Budget</u>	<u>Proposed</u>	<u>Proposed</u>
<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>	<u>2023/2024</u>

## Accounting and Budgeting Basis

The operating budget of the City of Cedar Falls shall be drawn so that available resources and anticipated expenditures are equal. The City's accounting and budget records for general governmental operations are maintained on a modified accrual basis, with the revenue being recorded when available and measurable and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the Enterprise and Internal Service Funds are maintained on the accrual basis, while the budget records are maintained on the modified accrual basis.

Differences between budgetary policies and Generally Accepted Accounting Principles (GAAP) in the Enterprise and Internal Service Funds exist for several reasons. One reason is that existing procedures have worked well and continue to work well for administrative and control purposes. Some other reasons for differences between budget and GAAP are the treatment of interfund transfers, departmental capital outlay, debt service principal payments, and depreciation. The City's budgeting practices include interfund transfers as revenue and expenditures, while GAAP classifies interfund transactions as other financing sources or uses. Also City management desires an operating statement budget line item for each anticipated cash outflow, including debt service and capital outlay. If the City budgeted the enterprise funds on a full accrual basis, capital outlay and debt service payments would not be reported in the operating statement.

Depreciation expense, which is recognized in the audit records, is not budgeted. Not providing for depreciation in the budget is a policy decision that has not adversely affected the funds.

## BUDGET DOCUMENT FORMAT

The City's operating expenditures are organized into the following hierarchical categories: Programs, Departments, and Divisions.

1. Programs: As of January 1, 2003, state law prescribes that City budgeted expenditures must be categorized into nine basic programs. The nine programs are:
  - a. Public Safety – expenditures for Police and Fire protection
  - b. Public Works – expenditures for roads, parking, and engineering services
  - c. Health and Social Services – health care expenditures
  - d. Culture and Recreation – expenditures for library, parks, cemetery, recreation, and culture services
  - e. Community and Economic Development – expenditures for economic development and housing and urban renewal



- f. General Government – areas such as Mayor's office, City Clerk, financial services, and liability
  - g. Debt Service – expenditures for debt service
  - h. Capital Projects – expenditures for capital projects
  - i. Business Type Activities – expenditures for Sewer, Refuse, and Storm Water
2. Departments: For administration purposes the City hierarchy is divided into departments. The departments represent groupings of related operations aimed at accomplishing a broad goal or accomplishing a major service. The departments of the City are:
- a. Finance & Business Operations (FBO)
  - b. Community Development (CD)
  - c. Public Works (PW)
  - d. Public Safety Services (PSS)
3. Divisions: Departments are further subdivided into divisions, which are usually associated with functioning work groups having more limited sets of work responsibilities. An example is the Financial Services Division of the Department of Finance & Business Operations.

The following is an example of the relationship between programs, departments and divisions.

Program:	General Government
Department:	Finance & Business Operations
Division:	Financial Services

State of Iowa law determines the lowest level of budgetary control, which is at the program level. Cities are not allowed to expend over the amounts budgeted at the program level without filing a budget amendment with the State.

The budget document contains a detailed explanation of the FY22 financial impact and policy summary, budget highlights that describe the reasons for increases in each divisional budget, and a five year financial strategy that describes in depth the financial challenges faced by the City in the next five years.

The text of the budget document contains a summary of each division's revenues and expenditures and a narrative of the division's purpose, continuing and new objectives, and performance measures. The financial information for each division is then summarized by fund type and the expenditures are summarized by program.

The City uses the following fund types:

- Governmental funds, including General, Special Revenue, Debt Service, and Capital Projects; and
- Proprietary funds

General Fund – the general operating fund of the City, used to account for all revenues and expenditures except those accounted for in other funds. Typical governmental functions, such as police, fire, library, parks, and administration are funded in the General Fund.

Other Funds – these funds are used to account for proceeds of specific revenue sources, capital projects, debt service, and proprietary funds.

Finance & Business Operations Department: Cable TV, Information Systems, Parking, Community Center & Senior Services, Vehicle Replacement, Debt Service, Hospital, Trust & Agency, General Obligation Bond Funds, Street Repairs, and Capital Projects Fund.

Community Development Department: Section 8 Housing Assistance, Block Grant, Visitors & Tourism and Capital Reserves

Public Works: Refuse, Storm Water, Sewer, Street Construction, and Vehicle Maintenance.

Public Safety Services: None

The financial information includes revenue and expenditure information for the last two completed fiscal years, the projected amounts for the current year, the budgeted amounts for the current year, the budgeted amounts covered by this budget and projected amounts for the two subsequent fiscal years. Costs are segregated by personnel services, commodities, services and charges, capital outlay, debt service and transfers. These categories represent the level of control exercised by the City departments.

The final sections of the budget document contain a detailed five-year capital improvements program and other miscellaneous background information.

## FINANCIAL POLICIES

### Cash Reserves

The City will maintain an unreserved balance at year-end at a level determined by Council to meet cash flow requirements, emergency needs, and bond rating criteria.

The minimum criteria shall be:

1. The City's General Fund Reserve is limited to 25% of expenditures by State Appeal Board action. The City Council has established that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level.
2. The Refuse Fund at 20-30%, but no less than \$500,000.
- 3.\* The Sewer Fund at 65-75%, but no less than \$1,500,000.
4. The Street Fund at 20-30%, but no less than \$1,000,000.
5. The Storm Water Fund at 10-20%, but no less than \$200,000.
6. The Emergency Reserve Fund \$1,500,000 - \$2,000,000.

\* Excludes bond fund expenditures.

### Revenues

The revenue projection process starts with estimates submitted by the departments for their specific areas. The Director of Finance & Business Operations reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and Iowa League of Cities is utilized to project revenue trends and anticipated amounts. The Director of Finance & Business Operations, using conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The Mayor and City Administrator then review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made. For the past few years, the City Council has decided not to rely on the State backfill revenue to balance the budget.

1. Property Taxes
  - A. The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.
  - B. Debt Service Levy

Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Cedar Falls Utilities.



C. Tort Liability Levy

The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.

D. Employee Benefits Levy

The City shall use the Employee Benefits Levy for:

1. The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers.
2. The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.

E. Transit Levy

Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Tax revenues from the transit levy will be receipted into the General Fund.

F. Band Levy

Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.

G. Library Levy

Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.

H. Emergency Management Levy

Taxes levied under the emergency management levy will be receipted into the General Fund and used for expenses related to the County wide Emergency Management Commission, which includes Consolidated Dispatch.

2. Other City Taxes

A. Sales Tax

The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund.

B. Hotel/Motel Tax

The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to lakes, trails, and recreational/cultural facilities.

3. Fees and Charges

The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.

4. Investments

The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.

5. Intergovernmental Revenue

Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.

6. Additional Revenue Sources

The City will continue to search for additional revenues as a method of balancing its budget.

## Expenditures

1. Current Service Level:

Maintaining the current level of services will receive first priority for funding.

2. Cost Effective Programs:

The City will encourage technology and capital investment programs, which are cost effective and reduce operating expenses.

3. Infrastructures and Equipment:

The City will continue the scheduled level of maintenance and replacement for its infrastructure and equipment.

4. Local Option Sales Tax

The City will continue to spend 100% of the local option sales tax proceeds on street repair in accordance with the stipulations set by the voters.

5. Reductions:

To balance the budget, the City will attempt to avoid service reductions. If the situation arises, consideration will be given first to alternatives, which avoid employee layoffs, resist cuts in service and establish user fees. If reductions are necessary, parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions be made in internal functions as a first priority.

### **Economic Development**

The City will take active measures to encourage economic development of the community with the intent of increasing jobs and the tax base.

### **Long-Term Debt**

1. Purpose of Debt:

Debt will fund the design, inspection and construction of capital improvement projects; it will not be used for annual operating expenses.

2. Debt Limit:

The total general obligation debt will not exceed 5% of the total assessed value of real property.

3. Debt Issuance:

The issuance of new debt shall not exceed a replacement debt level. Whenever possible, existing debt should be refinanced to secure the lowest possible interest costs.

### **Escrow Funds**

1. Accrued Liabilities

A commitment is made to escrow funds annually to pay accrued liabilities. The City will address annually these commitments by budgeting and depositing in a restricted account funds to pay these liabilities when they occur. By policy the City will not unfund these liabilities. Escrow accounts include severance, payroll, liability insurance, vehicle replacement, data processing, workmen's compensation, long-term disability and all pensions.



2. Capital Accounts

For many of our recreational operations (golf, recreation, softball, and cultural programs) the City sets aside a percentage of those revenues into a capital account. Those funds can then be used in the future for capital projects, including major maintenance projects, related to these activities. This allows for the accumulation of funds without having to spend the cost of issuing long term debt for these type of projects.

**Capital Improvement Budget Policies**

The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program. The CIP is prepared by the Finance & Business Operations Department, is reviewed by the Mayor, City Administrator, and Department Directors, presented to the Planning and Zoning Commission with final approval by the City Council. Detailed descriptions and a summary of the CIP are located in the Capital Improvement Program section of this document.

The total amount programmed for FY22 in the CIP is \$47,916,840, which is included in the operating budget in the following areas:

Capital Projects Funds	\$ 23,844,367
Enterprise Funds	3,129,000
General Fund	401,500
Special Revenue Funds	19,560,898
Internal Service Funds	981,075
	\$ 47,916,840

Following is a list of policies pertaining to the Capital Improvements Program:

1. The City will make all capital improvements in accordance with an adopted capital improvements program.
2. The City will develop a multi-year plan for capital improvements and update it annually.
3. The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs

associated with new capital improvement will be projected and included in operating budget forecasts.

5. The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
6. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
7. The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
8. The City will determine the least costly financing method for all new projects.

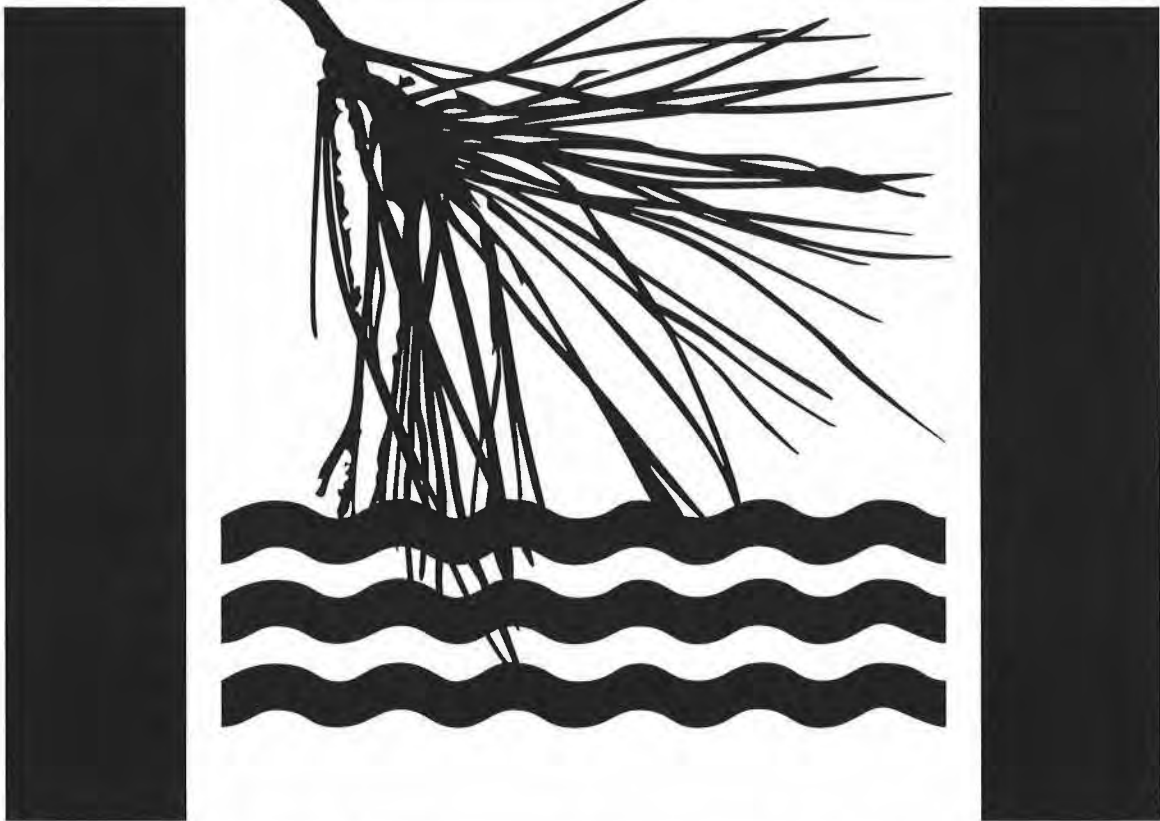
## CONCLUSION AND ACKNOWLEDGEMENTS

This financial plan includes the ideas, recommendations and suggestions of citizens, Mayor, City Council and the City staff during Council hearings and informal contacts. The major impact of the City Council upon the financial plan is in the setting of goals, policies, priorities and programs.

While all departments were intensely involved in the preparation of the financial plan, most of the credit for the document goes to the Budget and CIP project team. Particular gratitude is expressed to: Ron Gaines, City Administrator; Jennifer Rodenbeck, Director of Finance & Business Operations; Lisa Roeding, Controller/City Treasurer; and Cathy Niebergall, Financial Technician.

While we appreciate all contributions to this budget, it must be remembered that the real thanks must go to the City employees, who, on a daily basis, transform this document into the City's program of services.

C · E · D · A · R



F · A · L · L · S

*Town*



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## BUDGET MESSAGE

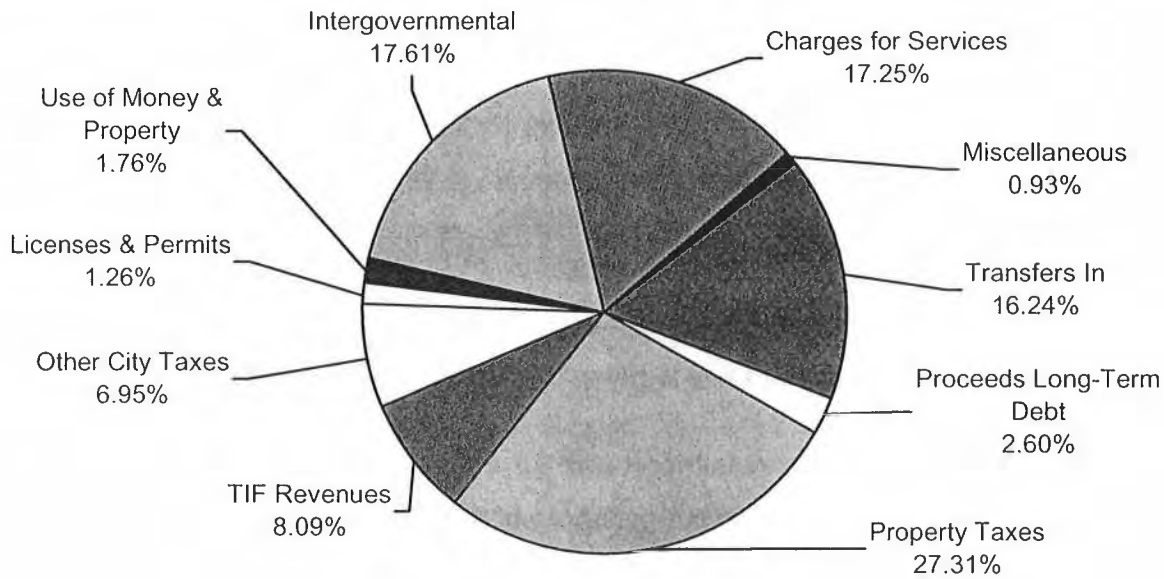
### FY22 SUMMARY POINTS

- Tax rate decreased from \$11.43 to \$11.38/\$1,000 valuation.
- Assessed values increased by \$74 million. Taxable valuations decreased by \$4 million.
- The new class of property, multi-residential, will be taxed at 67.50%.
- The residential rollback factor increased from 55.074% to 56.409%. Commercial and Industrial rollback factor will remain at 90%.
- There were no reassessments by the county for FY22.
- Residential property tax payers will see a 1.98% increase for FY22 and commercial/industrial will see a 0.44% decrease.
- The Emergency levy was not utilized in FY22.
- The Trust & Agency levy was utilized, but was not used at the maximum.
- The Emergency Management Levy is being utilized in FY22 for EMA and consolidated dispatch costs.
- There were no budgeted increases for health insurance.
- \$201,000 of debt service is being budgeted out of the General Fund.
- The Library levy was included in FY22 at \$.27/\$1,000 valuation.
- Five TIF districts (Unified, Downtown, Southern, College Hill, Pinnacle Prairie) will be active for FY22.
- No additional staffing positions were budgeted for FY22.

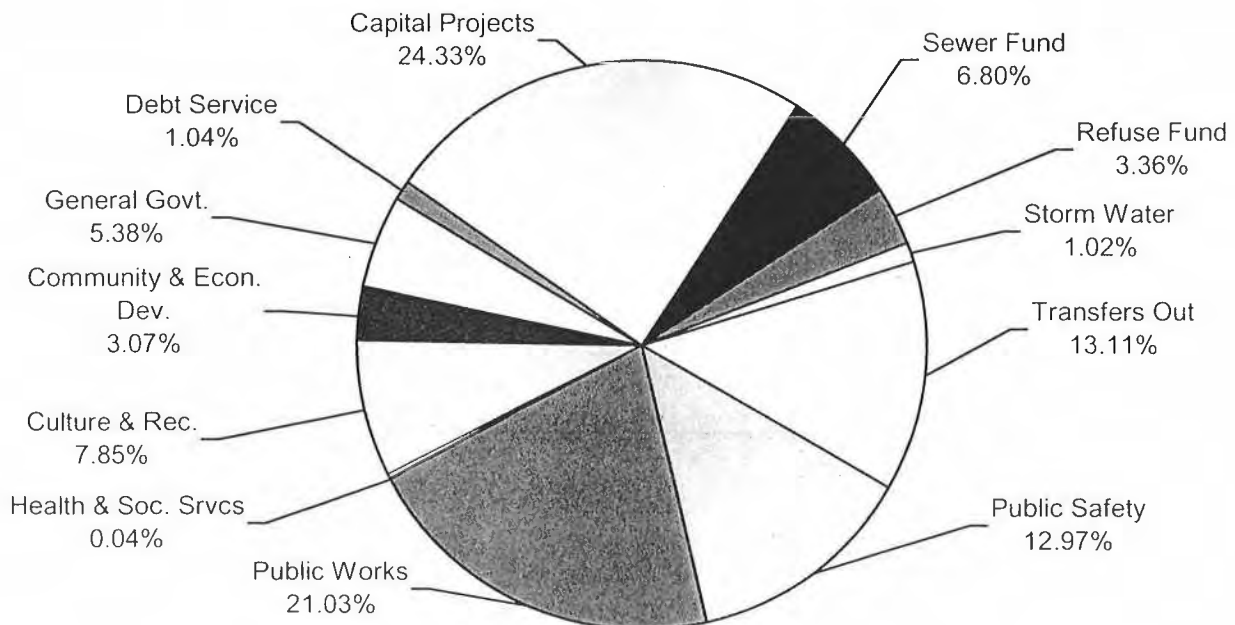
**BUDGET SUMMARY**

The summary of revenues and expenditures as presented below and on the following pages follows the format of the State Budget Forms. The total revenues and expenditures may differ slightly from the fund activity as presented in sections 5 and 6 of this budget document due to certain eliminations and reclassifications of transfer activity.

**Resources – “Where the money comes from”**



**Expenditures (Uses) – “Where the money goes”**



**Budget Summary by Fund Type**

Fund Type/Fund	Estimated Beginning Balance 07/01/21	Revenues & Transfers In	Expenditures & Transfers Out	Estimated Ending Balance 06/30/22
<b>Governmental Funds:</b>				
General Fund	\$ 11,108,237	\$ 27,608,920	\$ 27,608,920	\$ 11,108,237
Special Revenue	44,687,606	25,806,750	34,936,830	35,557,526
Debt Service	614,343	862,100	1,062,100	414,343
Capital Projects	11,676,268	15,904,880	25,151,410	2,429,738
Total Governmental Funds	\$ 68,086,454	\$ 70,182,650	\$ 88,759,260	\$ 49,509,844
<b>Business-Type Funds:</b>				
Sewer Fund	\$ 12,900,408	\$ 7,385,000	\$ 8,218,690	\$ 12,066,718
Refuse Fund	5,380,448	3,515,440	3,585,050	5,310,838
Storm Water	1,328,352	1,045,000	1,189,860	1,183,492
Total Business-Type Funds	\$ 19,609,208	\$ 11,945,440	\$ 12,993,600	\$ 18,561,048
<b>Total</b>	<b>\$ 87,695,662</b>	<b>\$ 82,128,090</b>	<b>\$ 101,752,860</b>	<b>\$ 68,070,892</b>

**Revenues by Source**

Fund	Actual 2019/2020	Projected 2020/2021	Budgeted 2021/2022	Increase/(Decrease) Over 2021	
				Amount	Percentage
Property Taxes	\$ 21,194,753	\$ 22,527,254	\$ 22,430,012	\$ (97,242)	-0.43%
TIF Revenues	2,823,328	3,708,431	6,646,260	2,937,829	79.22%
Other City Taxes	6,040,232	6,956,840	5,709,508	(1,247,332)	-17.93%
Licenses and Permits	943,024	1,036,018	1,036,000	(18)	0.00%
Use of Money and Property	2,751,157	2,115,184	1,442,800	(672,384)	-31.79%
Intergovernmental	13,932,387	14,034,693	14,460,070	425,377	3.03%
Charges for Services	12,940,352	13,159,401	14,166,550	1,007,149	7.65%
Special Assessments	16,833	-	-	-	-
Miscellaneous	3,024,572	4,154,682	767,540	(3,387,142)	-81.53%
Transfers In	11,770,817	10,010,440	13,336,350	3,325,910	33.22%
Proceeds of Long-Term Debt	34,300	3,602,719	2,133,000	(1,469,719)	-40.79%
<b>Total</b>	<b>\$ 75,471,755</b>	<b>\$ 81,305,662</b>	<b>\$ 82,128,090</b>	<b>\$ 822,428</b>	<b>1.01%</b>



### Total Expenditures by Function

Function	Actual 2019/2020	Projected 2020/2021	Budgeted 2021/2022	Increase/(Decrease) Over 2021	
				Amount	Percentage
<b>Government Activities:</b>					
Public Safety	\$ 12,403,129	\$ 12,608,501	\$ 13,199,520	\$ 591,019	4.69%
Public Works	13,103,301	13,737,272	21,398,500	7,661,228	55.77%
Health and Social Services	208,426	232,000	45,000	(187,000)	-80.60%
Culture and Recreation	7,087,937	8,135,212	7,985,710	(149,502)	-1.84%
Community and Economic Dev.	2,754,259	3,108,916	3,127,200	18,284	0.59%
General Government	4,943,296	6,118,610	5,469,310	(649,300)	-10.61%
Debt Service	1,779,753	955,710	1,062,100	106,390	11.13%
Capital Projects	12,819,671	19,055,211	24,751,410	5,696,199	29.89%
<b>Total Government Activities</b>	<b>\$ 55,099,772</b>	<b>\$ 63,951,432</b>	<b>\$ 77,038,750</b>	<b>\$ 13,087,318</b>	<b>20.46%</b>
<b>Business-Type Activities:</b>					
Sewer Fund	\$ 5,138,972	\$ 5,011,057	\$ 6,920,800	\$ 1,909,743	38.11%
Refuse Fund	3,391,034	2,844,425	3,415,310	570,885	20.07%
Storm Water	1,524,236	1,233,858	1,041,650	(192,208)	-15.58%
<b>Total Business-Type Activities</b>	<b>\$ 10,054,242</b>	<b>\$ 9,089,340</b>	<b>\$ 11,377,760</b>	<b>\$ 2,288,420</b>	<b>25.18%</b>
Transfers Out	11,770,817	10,010,440	13,336,350	3,325,910	33.22%
<b>Total Expenditures</b>	<b>\$ 76,924,831</b>	<b>\$ 83,051,212</b>	<b>\$ 101,752,860</b>	<b>\$ 18,701,648</b>	<b>22.52%</b>

## SHORT-TERM FINANCIAL STRATEGIES

### Reorganization

The City also went through a major reorganization plan in 2014 that reduced the number of departments from six to four. This was a top/down restructuring that recognized that the retention of employees who provide direct services to the general public are the most critical to providing public services and maintaining service quality. The newly created departments are Finance & Business Operations, Community Development, Public Works, and Public Safety Services. Operational supervision was also combined to reduce the number of divisions underneath each of these departments. The City reorganized in FY20 to go to a more traditional Public Works Department. This replaced the Municipal Operations and Programs Department.

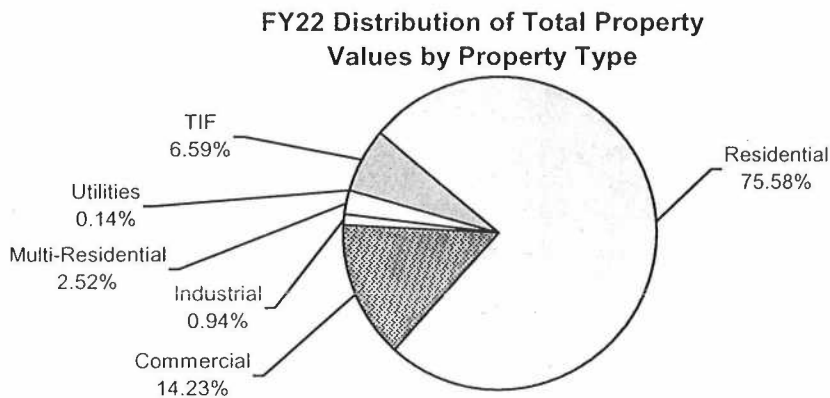
The City will continue to look for ways to stream line services and reduce costs where possible.

**State Aid and Staffing**

In developing the FY22 budget several issues were addressed. First and foremost is the policy decision to eliminate dependence on state funding in the general operating budget. Due to the uncertainty of the State continuing their funding of the backfill, the City has chosen to balance the budget without the backfill funding and then utilize funding, if received for one-time capital items, special projects or for property tax relief in the following fiscal year.

**Property Tax Reform**

Also of concern to the City is the property tax legislation that came into effect for multi-residential properties. These properties were taxed at 82.50% for FY18, 78.75% for FY19, 75.00% for FY20, 71.25% for FY21 and declined to 67.50% for FY22, and the taxable amount will continue to decline until they are taxed equivalent to residential properties, this is \$109 million of valuation that Cedar Falls will lose property tax revenue on. For FY15, the commercial rollback caused a loss of \$25 million in taxable valuation for the \$8.10 levy and \$14 million in taxable valuation in the TIF districts. For FY16, the commercial rollback caused an additional loss of \$22 million in taxable valuation for the \$8.10 levy and \$15 million in taxable valuation in the TIF districts. For FY15, FY16, and FY17 the State Legislature had guaranteed replacement funds for this loss of revenue (backfill) and they funded it in FY18, FY19, FY20 & FY21. However, the amount received from the State does not make up the entire loss. In addition, these funds are not guaranteed in FY22 and beyond.



**Employee Benefits**

Pension benefits provided to employees continue to have an effect on the FY 22 budget, and are projected to continue to have major impacts in future budget years.

The municipal Police and Fire Retirement rate increased from 25.31% to 26.18% and \$1.7 million in property tax support is still needed in FY22. In FY21, the IPERS contribution, which is the pension plan for all other city employees, remained 9.44% for the employer. The total

IPERS contribution by the City is budgeted at \$1,231,630 for FY22. Other employee benefits continue to increase, including health insurance costs. The City will need to look at plan changes during this next year.

### User Fees

Another issue that will need to be reviewed continually is user fees for refuse. The demand for storing and processing recycled products continues to grow in refuse. The citizens of Cedar Falls should be praised for their active participation in recycling efforts, however, these come at a cost due to the requirement of new and expanded recycling facilities. Along with recycled products, yard waste disposal is also demanding more staff and facilities. The City Council did increase the refuse rates in FY21 and will need to continue to ensure that rates cover costs.

In sewer, infrastructure improvements and compliance with environmental standards will increase capital and debt service costs in this fund. The Council passed an ordinance increasing sewer rates 5% each year. However, these increases may not be enough. A sewer rate study will be performed again in the next year to determine the amount of increase needed.

In storm water, major infrastructure improvements are needed. The current CIP has over \$2.5 million in storm water projects. A fee increase was necessary to cover the costs of these projects. The Council passed an ordinance increasing storm water rates 5% each year for 4 years. This was the first rate increase since their inception in FY07. Rates will need to continue to be monitored.



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## FY22 FINANCIAL IMPACT AND POLICY SUMMARY

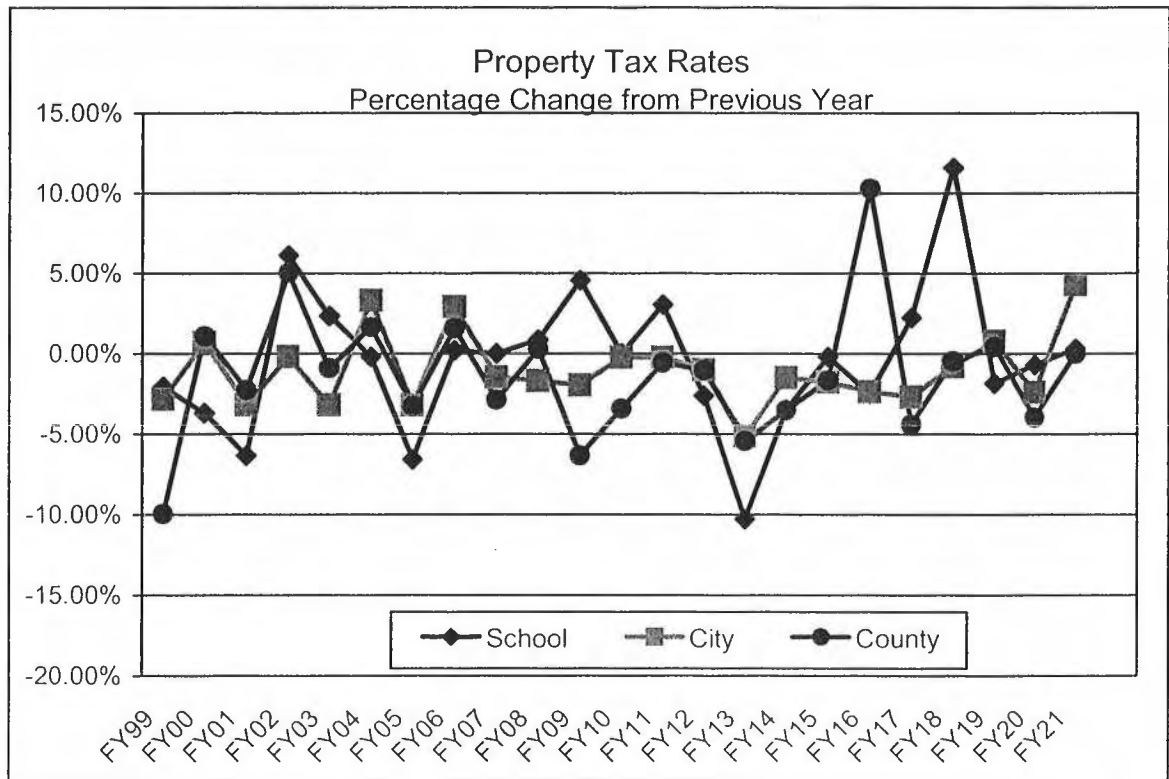
### I. IMPACT ON PROPERTY TAX LEVIES

#### A. Property Tax Rate Change

FY21	\$ 11.43 /\$1,000 taxable value
FY22	\$ 11.38 /\$1,000 taxable value
% Decrease	-0.44 %

#### B. Property Tax Change Adjusted for New Construction Activity

There was a \$74 million dollar growth in assessed values. There was a \$24 million increase in commercial, industrial and multi-residential properties. There was a \$50 million increase in residential properties. However, with the increase in the residential rollback factor, this caused taxable valuations on residential properties to increase by \$56 million. Overall, taxable valuations decreased by \$4 million, due to more valuation being moved into the Downtown and Southern TIF districts.



**C. FY21 Impact on Residential and Commercial Property Taxes Levied**

	Residential	Commercial	Industrial	Multi-Residential
1. <u>FY21 Taxes:</u>				
Value	\$ 100,000	\$ 500,000	\$ 1,000,000	\$ 500,000
Rollback Value (Res. 55.0743%) (Com. 90%) (Multi-Res 71.25%)	55,074	450,000	900,000	356,250
Tax Rate (\$1,000 Value)	11.43	11.43	11.43	11.43
Taxes Paid FY21	\$ 629.50	\$ 5,143.50	\$ 10,287.00	\$ 4,071.94
2. <u>FY22 Taxes:</u>				
Value	\$ 100,000	\$ 500,000	\$ 1,000,000	\$ 500,000
Rollback Value (Res. 56.4094%) (Com. 90%) (Multi-Res 67.50%)	56,409	450,000	900,000	337,500
Tax Rate (\$1,000 Value)	11.38	11.38	11.38	11.38
Taxes Paid FY22	\$ 641.94	\$ 5,121.00	\$ 10,242.00	\$ 3,840.75
3. Change in Taxes Paid	\$ 12.44	\$ (22.50)	\$ (45.00)	\$ (231.19)
Percentage Change*	1.98%	-0.44%	-0.44%	-5.68%

\*State mandated changes in the commercial, industrial and multi-residential rollbacks have arbitrarily created a property tax burden shift. The shift decreases the taxes paid by commercial and industrial properties and shifts those payments onto residential properties. The additional taxation placed on residential properties by this State mandate are outside of City control.

**D. Property Tax Distribution By Department**

The distribution of property taxes to service areas is shown in the following charts. The charts show the distribution for the total levy and restricted \$8.10. The majority of the property taxes paid are directed to the Public Safety department and Park & Recreational Services. These percentages are not unusual in Iowa, however the \$8.10 may negatively affect essential services.

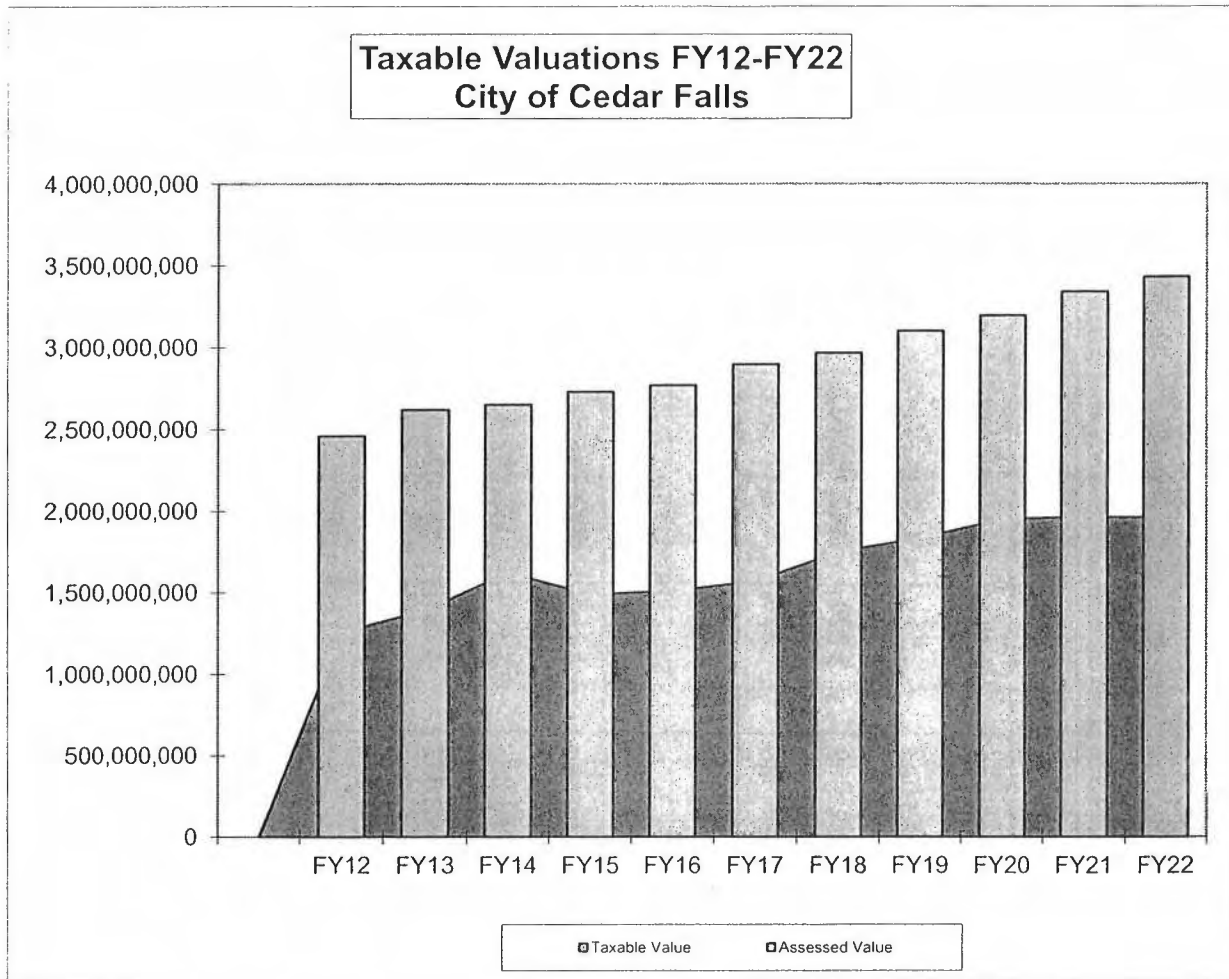
**PROPERTY TAX VALUATIONS  
CITY OF CEDAR FALLS, IOWA  
FY12 - FY22**

Year	Taxable Value	Percent Change	\$8.10 Limit	\$8.10 Change	100% Value	Percent Change	Debt Limit	Debt Limit Change	Year
FY12	1,254,821,347	5.81%	10,164,053	557,703	2,458,320,459	2.34%	122,916,023	2,810,625	FY12
FY13	1,393,511,204	11.05%	11,287,441	1,123,388	2,618,319,843	6.51%	130,915,992	7,999,969	FY13
FY14	1,622,862,335	16.46%	13,145,185	1,857,744	2,650,433,900	1.23%	132,521,695	1,605,703	FY14
FY15	1,490,616,188	-8.15%	12,073,991	(1,071,194)	2,729,240,639	2.97%	136,462,032	3,940,337	FY15
FY16	1,509,722,828	1.28%	12,228,755	154,764	2,769,405,368	1.47%	138,470,268	2,008,236	FY16
FY17	1,569,292,287	3.95%	12,711,268	482,513	2,897,854,208	4.64%	144,892,710	6,422,442	FY17
FY18	1,750,040,895	11.52%	14,175,331	1,464,064	2,965,854,183	2.35%	148,292,709	3,399,999	FY18
FY19	1,832,652,499	4.72%	14,844,485	669,154	3,099,765,282	4.52%	154,988,264	6,695,555	FY19
FY20	1,950,451,511	6.43%	15,798,657	954,172	3,195,848,285	3.10%	159,792,414	4,804,150	FY19
FY21	1,963,719,839	0.68%	15,906,131	107,473	3,341,492,657	4.56%	167,074,633	7,282,219	FY21
FY22	1,960,696,679	-0.15%	15,881,643	(24,488)	3,432,518,333	2.72%	171,625,917	4,551,284	FY22

In FY97 there was a dramatic decrease in the residential rollback. Since then the rollback factor continued to decline until FY10 when it started increasing slightly each year. The rollback factor on residential increased to 56.41% for FY22. Even though the rollback continues to strip away taxable value and shift tax burdens, Cedar Falls has been fortunate to have increased valuations over the past ten years. There was a 2.72% increase in assessed valuations for FY22.



taxvalue22

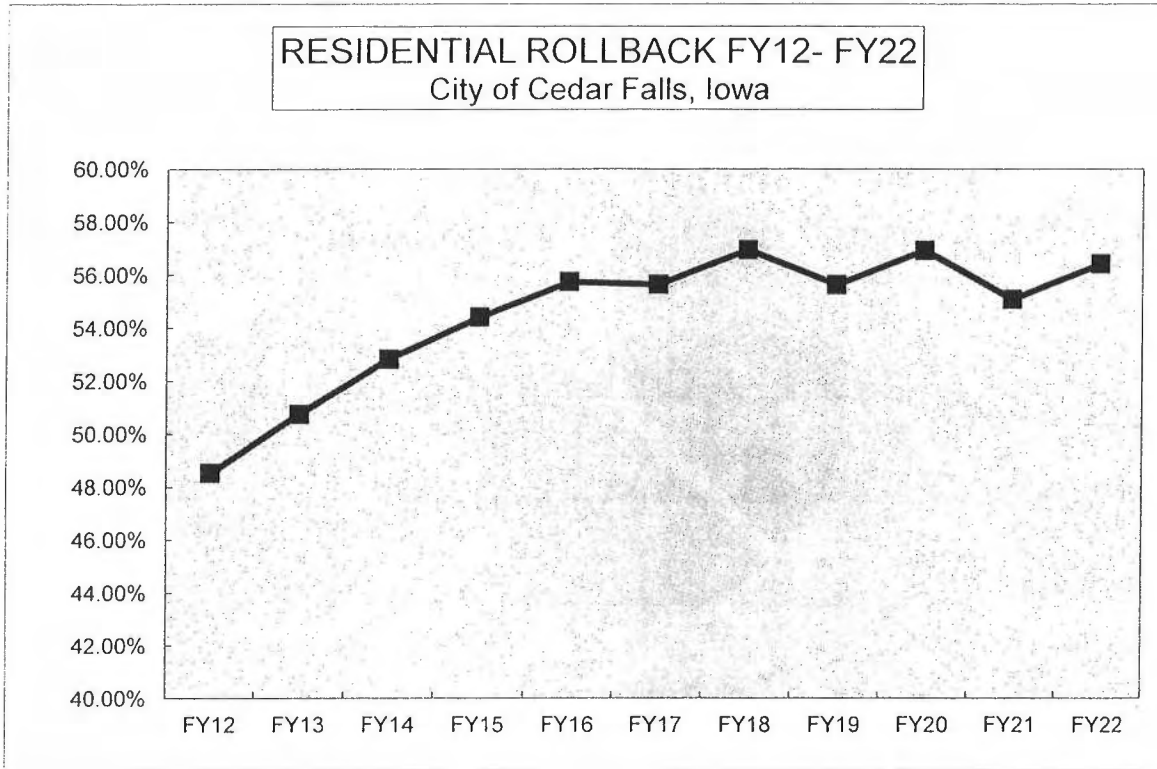


Year	Taxable Value	Assessed Value
FY12	1,254,821,347	2,458,320,459
FY13	1,393,511,204	2,618,319,843
FY14	1,622,862,335	2,650,433,900
FY15	1,490,616,188	2,729,240,639
FY16	1,509,722,828	2,769,405,368
FY17	1,569,292,287	2,897,854,208
FY18	1,750,040,895	2,965,854,183
FY19	1,832,652,499	3,099,765,282
FY20	1,950,451,511	3,195,848,285
FY21	1,963,719,839	3,341,492,657
FY22	1,960,696,679	3,432,518,333

The last ten years have provided a steady growth trend in assessed valuations. In addition, FY19 was the first year that assessed values exceeded \$3 billion.

For FY22, assessed values increased by \$91,025,676. Taxable values decreased by \$3,023,160, due to additional projects in the TIF.

Resroll

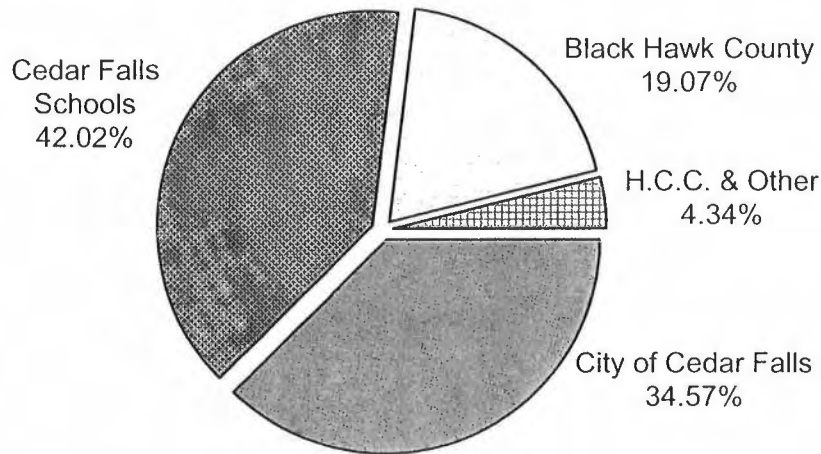


YEAR	PERCENTAGE RESIDENTIAL ROLLBACK
FY12	48.53%
FY13	50.75%
FY14	52.82%
FY15	54.40%
FY16	55.73%
FY17	55.63%
FY18	56.94%
FY19	55.62%
FY20	56.92%
FY21	55.07%
FY22	56.41%

The rollback increased for FY22. It is still lower since the 1980's when residential rollback was at 80%. This has a major impact on Cedar Falls whose tax base is 75% residential.

Ptax21

**Percentage of Total Tax Rate  
Fiscal Year 2021**



**Percentage of Total Tax Rate  
Fiscal Year 2021**

Governmental Body	Amount	Percent
City of Cedar Falls	\$11.43	34.57%
Cedar Falls Schools	13.89	42.02%
Black Hawk County	6.30	19.07%
H.C.C. & Other	1.43	4.34%
Total	\$33.06	100.00%

Distribution of the total property tax levy varies annually. The most recent shift is reflective of the \$8.10 levy limitations and the implementation of the public school educational support levy.

Historically, the City has been the largest user of property taxes. In FY98, FY99, FY00, FY01, FY02, FY04, FY05, FY06, FY07, FY08 and FY09 the City was the largest user because the school system receives substantial state aid subsidies to off-set property tax income losses. In FY03, FY10 - FY21 the City dropped below the school's due to a decrease in the City's debt service levy and implementation of special school levies.

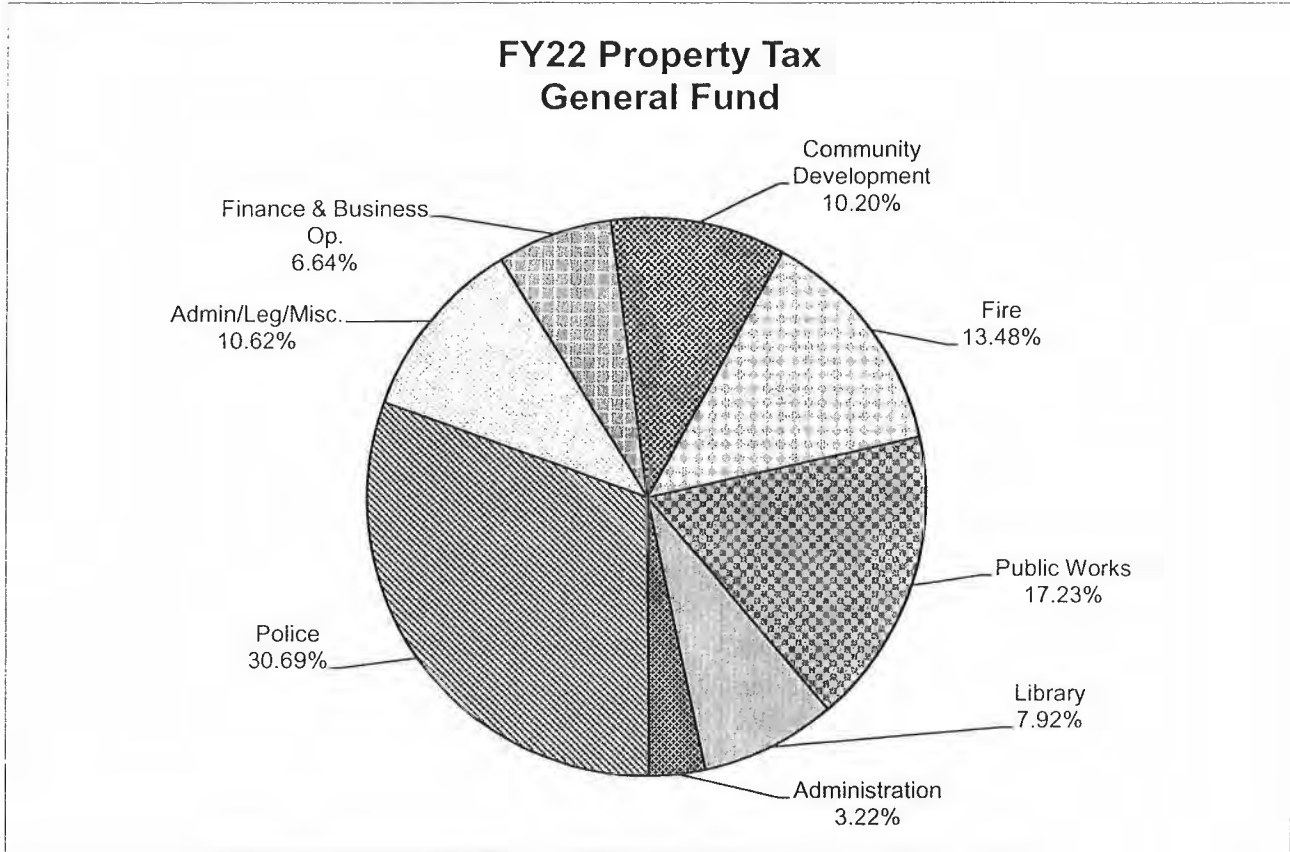


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**CITY OF CEDAR FALLS  
ACTUAL PROPERTY TAX SUPPORT  
FY22**

Department Division or Fund	Property Tax Support	Percent Of \$8.10 Levy	Percent Of Total Levy	Support Per \$1000 Value	Cost Per Resident
<b>ADMIN/LEG/MISC</b>	<b>\$1,687,068</b>	<b>10.62%</b>	<b>7.53%</b>	<b>\$0.86</b>	<b>\$42.97</b>
<b>MAYOR'S OFFICE</b>	<b>\$79,863</b>	<b>0.50%</b>	<b>0.36%</b>	<b>\$0.04</b>	<b>\$2.03</b>
<b>CITY ADMINISTRATOR</b>	<b>430,922</b>	<b>2.71%</b>	<b>1.92%</b>	<b>0.22</b>	<b>10.98</b>
<b>FINANCE &amp; BUSINESS OPER:</b>	<b>\$2,314,045</b>	<b>14.56%</b>	<b>10.33%</b>	<b>\$1.17</b>	<b>\$58.94</b>
Administration	170,275	1.07%	0.76%	0.09	4.34
Financial Services	141,040	0.89%	0.63%	0.07	3.59
Human Resources	471,427	2.97%	2.10%	0.24	12.01
Legal Services	225,283	1.42%	1.01%	0.11	5.74
Public Records	48,465	0.31%	0.22%	0.02	1.23
Street Lighting	0	0.00%	0.00%	0.00	0.00
Library Services	1,257,555	7.92%	5.61%	0.64	32.03
<b>COMMUNITY DEVELOPMENT</b>	<b>\$1,618,088</b>	<b>10.20%</b>	<b>7.22%</b>	<b>\$0.83</b>	<b>\$41.21</b>
Administration	228,746	1.44%	1.02%	0.12	5.83
Inspection Services	153,549	0.97%	0.69%	0.08	3.91
Planning & Community Services	266,919	1.68%	1.19%	0.14	6.80
Cultural Services	314,711	1.98%	1.41%	0.16	8.02
Recreation Serv.	654,163	4.12%	2.92%	0.33	16.66
<b>PUBLIC WORKS</b>	<b>\$2,736,235</b>	<b>17.23%</b>	<b>12.22%</b>	<b>\$1.40</b>	<b>\$69.70</b>
Engineering	619,804	3.90%	2.77%	0.32	15.79
Cemetery Section	151,639	0.95%	0.68%	0.08	3.86
Golf Section	0	0.00%	0.00%	0.00	0.00
Park Section	1,313,322	8.27%	5.86%	0.67	33.45
Public Buildings	651,470	4.10%	2.91%	0.33	16.59
<b>PUBLIC SAFETY SERVICES</b>	<b>\$7,015,419</b>	<b>44.17%</b>	<b>31.32%</b>	<b>\$3.58</b>	<b>\$178.69</b>
Fire	2,140,749	13.48%	9.56%	1.09	54.53
Police	4,874,670	30.69%	21.76%	2.49	124.16
<b>SUB-TOTAL</b>	<b>\$15,881,640</b>	<b>100.00%</b>	<b>70.91%</b>	<b>\$8.10</b>	<b>\$404.52</b>
<b>DEBT SERVICE</b>	661,100	N/A	2.95%	0.30	16.84
<b>TRUST &amp; AGENCY</b>	4,182,400	N/A	18.67%	2.13	106.53
<b>LEVY-LIABILITY INS.</b>	125,020	N/A	0.56%	0.06	3.18
<b>LEVY-MET TRANSIT</b>	442,820	N/A	1.98%	0.23	11.28
<b>LEVY-CF BAND</b>	35,000	N/A	0.16%	0.01	0.89
<b>LEVY-EMA</b>	539,730	N/A	2.41%	0.28	13.75
<b>LEVY-LIBRARY</b>	530,350	N/A	2.37%	0.27	13.51
<b>TOTAL</b>	<b>\$22,398,060</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$11.38</b>	<b>\$570.51</b>

Tax20lev

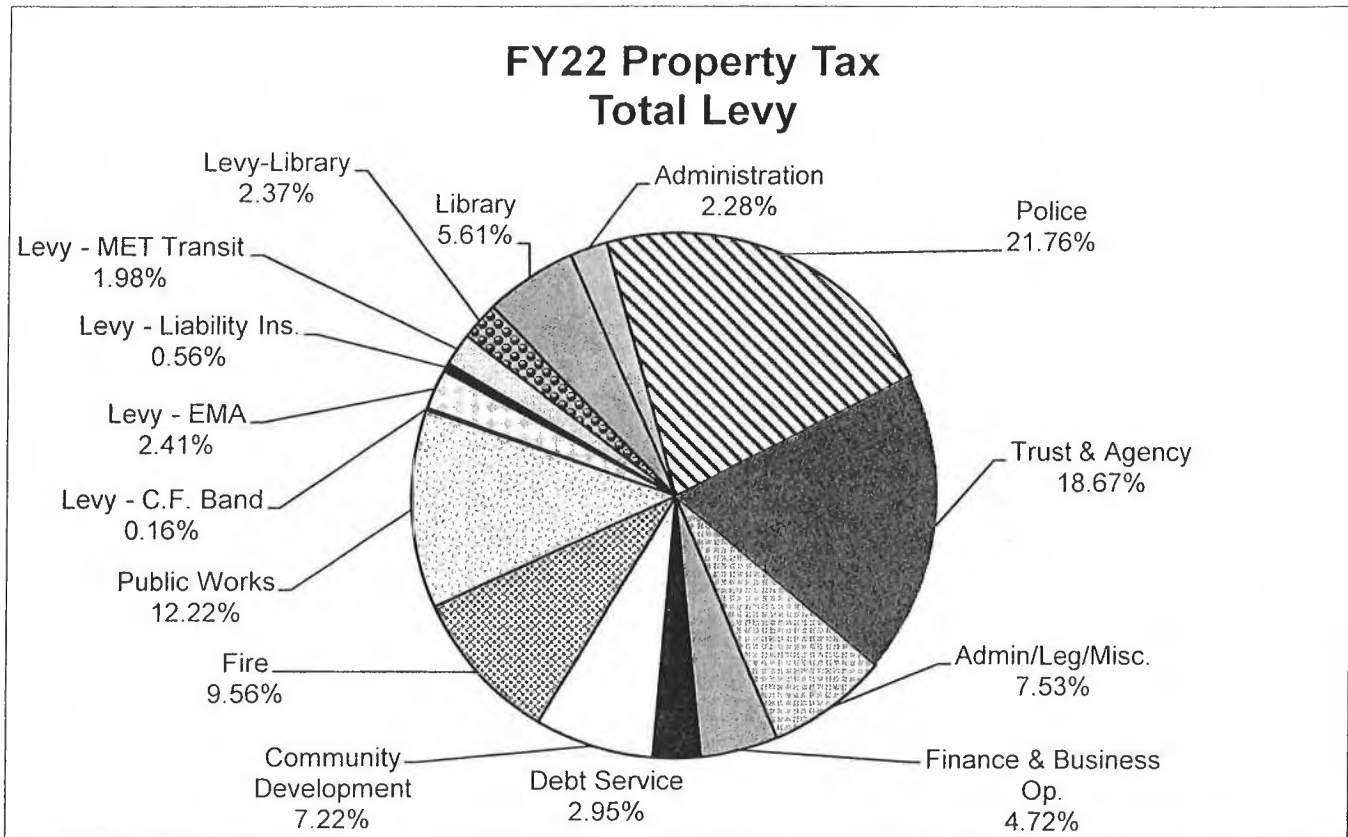


**CITY OF CEDAR FALLS  
Property Tax Impact  
General Levy  
FY22**

Department	Percent of General Levy Property Tax	General Levy Property Tax Per \$1,000
Admin/Leg/Misc.	10.62%	\$0.86
Finance & Business Op.	6.64%	0.53
Community Development	10.20%	0.83
Fire	13.48%	1.09
Public Works	17.23%	1.40
Library	7.92%	0.64
Administration	3.22%	0.26
Police	30.69%	2.49
<b>GENERAL LEVY</b>	<b>100.00%</b>	<b>\$8.10</b>

These charts depict where funds within the \$8.10 levy are allocated. Direct revenues attributable to the activity areas are deductible from operations costs, and the activity areas are credited with pro-rated indirect revenue.

The majority of these restricted levies (69.47%) are devoted to Fire (13.48%), Police (30.84%), Library (7.92%) and Public Works (17.23%) departments.



Department or Fund	Percent of Total Levy Property Tax	Total Levy Property Tax Per \$1,000
Admin/Leg/Misc.	7.53%	\$0.86
Finance & Business Op.	4.72%	0.53
Debt Service	2.95%	0.30
Community Development	7.22%	0.83
Fire	9.56%	1.09
Public Works	12.22%	1.40
Levy - C.F. Band	0.16%	0.01
Levy - EMA	2.41%	0.28
Levy - Liability Ins.	0.56%	0.06
Levy - MET Transit	1.98%	0.23
Levy - Library	2.37%	0.27
Library	5.61%	0.64
Administration	2.28%	0.26
Police	21.76%	2.49
Trust & Agency	18.67%	2.13
<b>TOTAL LEVY</b>	<b>100.00%</b>	<b>\$11.38</b>

The majority of all property taxes paid goes to the Public Safety, Debt Service, employee benefits, and the Public Works Department.

The percentages shown are not uncommon among Iowa cities. However, the charts clearly illustrate that property taxes have been directed toward a group of services.



Tax20lev

**CITY OF CEDAR FALLS  
Property Tax Impact  
Total Levy  
FY22**

Department Division or Fund	Property Tax Support	Percent of Total Levy	Support Per \$1,000 Value	Cost Per Resident
<b>ADMIN/LEG/MISC</b>	<b>\$2,259,976</b>	<b>10.09%</b>	<b>\$1.15</b>	<b>\$57.56</b>
<b>MAYOR'S OFFICE</b>	<b>\$105,338</b>	<b>0.47%</b>	<b>\$0.05</b>	<b>\$2.68</b>
<b>CITY ADMINISTRATOR</b>	<b>507,954</b>	<b>2.27%</b>	<b>0.26</b>	<b>12.94</b>
<b>FINANCE AND BUS. OPERATIONS:</b>	<b>\$3,357,389</b>	<b>14.99%</b>	<b>\$1.71</b>	<b>\$85.52</b>
Administration	207,895	0.93%	0.11	5.30
Financial Services	219,970	0.98%	0.11	5.60
Human Resources	538,105	2.40%	0.27	13.71
Legal Services	256,920	1.15%	0.13	6.54
Public Records	112,964	0.50%	0.06	2.88
Street Lighting	0	0.00%	0.00	0.00
Library Services	2,021,534	9.03%	1.03	51.49
<b>COMMUNITY DEVELOPMENT:</b>	<b>\$2,160,409</b>	<b>9.65%</b>	<b>\$1.10</b>	<b>\$55.03</b>
Administration	292,835	1.31%	0.15	7.46
Inspection Services	318,451	1.42%	0.16	8.11
Planning & Community Services	351,559	1.57%	0.18	8.95
Cultural Services	359,433	1.59%	0.18	9.16
Recreation Serv.	838,132	3.74%	0.43	21.35
<b>PUBLIC WORKS:</b>	<b>\$3,265,513</b>	<b>14.58%</b>	<b>\$1.67</b>	<b>\$83.18</b>
Engineering	897,097	4.01%	0.46	22.85
Cemetery Section	219,171	0.98%	0.11	5.58
Golf Section	0	0.00%	0.00	0.00
Park Section	1,471,054	6.57%	0.75	37.47
Public Buildings	678,191	3.03%	0.35	17.27
<b>PUBLIC SAFETY SERVICES:</b>	<b>\$10,080,383</b>	<b>45.01%</b>	<b>\$5.14</b>	<b>\$256.76</b>
Fire*	3,452,464	15.41%	1.76	87.94
Police*	6,627,919	29.59%	3.38	168.82
<b>DEBT SERVICE</b>	<b>\$661,100</b>	<b>2.95%</b>	<b>\$0.30</b>	<b>\$16.84</b>
<b>TOTAL</b>	<b>\$22,398,060</b>	<b>100.00%</b>	<b>\$11.38</b>	<b>\$570.51</b>

\* Includes allocation of Police and Fire retirement levy.

**II. TRUST AND AGENCY FUND**

**A. Impact on Property Taxes**

**Municipal Fire and Police Retirement System of Iowa (MFPRSI)**

Due to increases in retirement wages and fluctuating interest rates, the City will continue to levy property taxes for the 411 pension in FY22 for the amount of expenses exceeding interest income from excess reserves

**Property Tax Support for 411 Pension Expenses**

<u>Fiscal Year</u>	<u>% of Coverage</u>	<u>Property Tax</u>
1997	17.00%	\$ -0-
1998	17.00%	\$ 142,930
1999	17.00%	\$ 135,010
2000	17.00%	\$ 186,980
2001	17.00%	\$ 170,130
2002	17.00%	\$ 167,420
2003	17.00%	\$ 188,140
2004	20.48%	\$ 333,660
2005	24.92%	\$ 525,830
2006	28.21%	\$ 664,320
2007	27.75%	\$ 761,040
2008	25.48%	\$ 704,820
2009	18.75%	\$ 467,270
2010	17.00%	\$ 413,880
2011	19.90 %	\$ 566,920
2012	24.76 %	\$ 926,310
2013	26.12 %	\$1,047,080
2014	30.12 %	\$1,362,200
2015	30.41 %	\$1,820,580
2016	27.77 %	\$1,450,210
2017	25.92 %	\$1,413,390
2018	25.68 %	\$1,459,270
2019	26.02 %	\$1,608,410
2020	24.41 %	\$1,497,800
2021	25.31 %	\$1,617,110
2022	26.18 %	\$1,699,310

In FY22, the contribution rate will be 26.18%. The rate has fluctuated greatly over the last nineteen years and causes property tax burdens. Even though the percentage is based on actuarial assumptions, the employer has had to bear the burden of the increase while the employee’s contribution rate remained unchanged and the state’s contribution has ended. If the State of Iowa Legislature wishes to control property tax increases, it is imperative that they pass legislation that increases employee contributions and the state needs to honor its role in paying for more of the 411 costs as it did in prior years.

### Iowa Public Employees' Retirement System (IPERS)

IPERS did not request from the Iowa legislature a contribution rate increase for regular members. However, the City is supportive of IPERS increasing their rates, if necessary, and agrees that the increase should be shared between employer and employee. For FY22, the employer's contribution will remain the same at 9.44% and the employee's contribution rate will also remain the same at 6.29%.

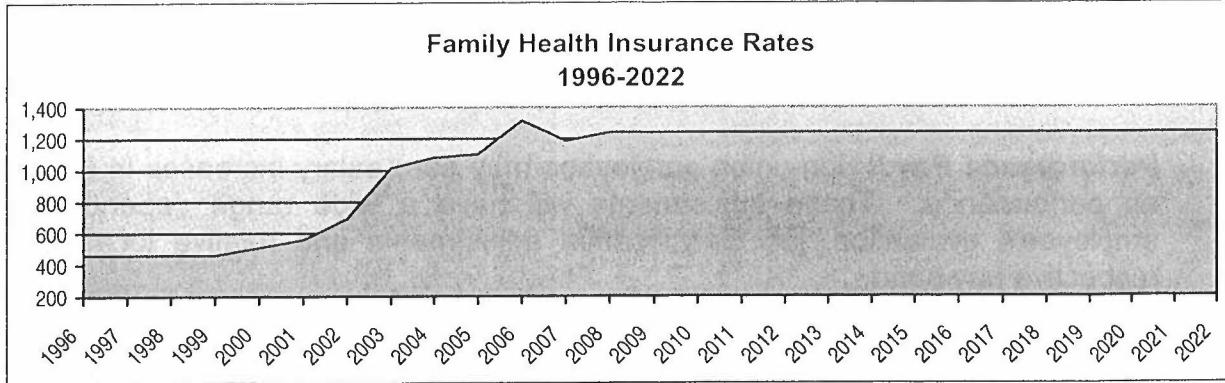
## III. PERSONNEL ISSUES

- A. Salary Adjustments:** Since all bargaining groups settled five-year contracts in FY17, salary adjustments have been included in the FY22 budget.
- B. Health Insurance:** Increases in the employee health insurance are recommended for FY22 based on estimates from the City's 3<sup>rd</sup> party actuarial firm, however, this does not take in consideration for reserves. The increase is based on the fact that medical and prescription drug inflation rates remain high and there have been significant losses in the fund for the past few years. In FY22, a 0% increase in health insurance is budgeted, however, the City will need to look at plan design changes and contribution rates to maintain a secure self-funded health insurance fund. For FY18, the City's contribution actually decreased since the bargaining groups agreed to increase the employee's share of the contribution by \$15/month for both single and family plans. These contribution amounts will remain the same for FY22.

The City continues to look for ways to reduce health insurance costs and to try and increase the employee's share of the costs. Unfortunately collective bargaining and the federal Health Care Reform Act provide limitations on how much the employees can contribute to health insurance coverage. Under the Health Care Reform Act, increases in co-payments, deductibles, and out-of-pocket maximums cannot exceed the medical CPI plus 15%. The employee's contribution cannot change by more than 5 percentage points. These limitations will force the City and property tax payers to continue to bear most increases in health insurance costs.

The table and chart below shows the history of health insurance rates for the past twenty-six years.





Fiscal Year	Single Rate	% Diff.	Family Rate*	% Diff.
1996	160.21	0.00	463.27	0.00
1997	160.21	0.00	463.27	0.00
1998	160.21	0.00	463.27	0.00
1999	160.21	0.00	463.27	0.00
2000	176.23	10.00	509.60	10.00
2001	193.85	10.00	560.56	10.00
2002	238.44	23.00	689.49	23.00
2003*	350.96	47.19	1,014.85	47.19
2004*	373.77	6.50	1,080.82	6.50
2005*	437.31	17.00	1,103.52	2.10
2006*	534.40	22.20	1,314.29	19.10
2007	412.50	(22.81)	1,187.38	(9.66)
2008	430.32	4.32	1,238.72	4.32
2009	430.32	0.00	1,238.72	0.00
2010	430.32	0.00	1,238.72	0.00
2011	430.32	0.00	1,238.72	0.00
2012	430.32	0.00	1,238.72	0.00
2013	430.32	0.00	1,238.72	0.00
2014	430.32	0.00	1,238.72	0.00
2015	430.32	0.00	1,238.72	0.00
2016	430.32	0.00	1,238.72	0.00
2017	430.32	0.00	1,238.72	0.00
2018	430.32	0.00	1,238.72	0.00
2019	430.32	0.00	1,238.72	0.00
2020	430.32	0.00	1,238.72	0.00
2021	430.32	0.00	1,238.72	0.00
2022	430.32	0.00	1,238.72	0.00
Increase FY96-FY22	270.11	168.60%	775.45	167.39%

\* This is a blended (weighted-average) family contribution rate. From FY03 to FY06, employees had a choice between Plan A or Plan B. Plan B had a lower

employee contribution, but higher deductibles and out-of-pocket maximums. Starting in FY07, employees may only choose from Plan B.

**C. Performance Pay:** Non-union employees may earn salary increases in FY22 based on performance. These adjustments will have a wide range depending on the employee's evaluation, job classification adjustments and relative location in their respective pay band.

**D. Employment:** During FY21, all departments evaluated their current staffing levels to ensure that there is adequate staffing for the current workload levels. For the FY22 budget no staffing additions were included. However, the City will need to continue to monitor staffing levels to ensure quality recruitment and retention of employees. In 2021, an employee survey will be performed for the first time at the City.

In the Public Safety Services Department, two officer positions have been reduced in the FY22 budget.

**E. Future Employment:** As operating costs continue to rise, revenues especially in the area of property taxes, road use taxes, and governmental programs may be reduced or limited. Therefore, the City is constantly evaluating its employment levels.

If a position becomes vacant, the City Administrator and the Department Directors will analyze the need for the position based on staffing needs and other appropriate factors. When a position becomes vacant the affected department must review the open position and perform a financial evaluation of the employment costs and the availability of funds to finance the position in the short and long-term. Four steps must be used in this evaluation in sequential order:

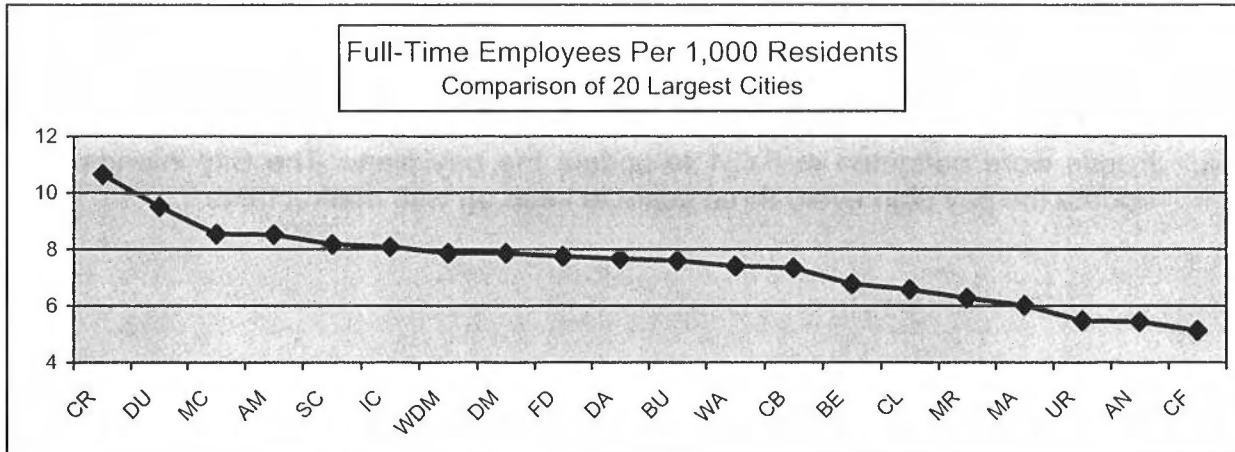
1. Determine the impact of services if the position was terminated.
2. Determine the impact on services if the position was filled with part-time labor.
3. Determine the impact on services if the position was downgraded to lowest possible classification.
4. Determine the need to fill the position at fully authorized classification.

The written evaluation is provided to the Department Directors and approved by the City Administrator. This analysis will continue into FY22.

**F. Total Employee Salary & Benefit Impacts:** The total budget increase for all employees salary and benefit is \$597,060 from FY22. This increase is due to the negotiated salary increases set by union contracts.

- 
- G. Liability Insurance Levy:** The levy decreased in the General Fund for FY22 to \$125,020 from \$254,010 in FY21.
- H. Pay Plan Study:** A pay plan study was completed and implemented July 1, 2018. Funds were budgeted in FY21 to update the pay plan. The City intends to try and update the pay plan every three years to keep up with market rates.





City	FY20 Employees	2010 Population	Employees Per 1,000
Cedar Rapids	1356.0	126,326	10.73
Dubuque	592.0	57,637	10.27
Sioux City	715.0	82,684	8.65
Mason City	242	28,079	8.62
Ames	503.0	58,965	8.53
Iowa City	578.0	67,862	8.52
W. Des Moines	480.0	56,609	8.48
Des Moines	1600.0	203,433	7.86
Fort Dodge	198.0	25,206	7.86
Davenport	771.0	99,685	7.73
Burlington	198.0	25,663	7.72
Waterloo	507.0	68,406	7.41
Council Bluffs	457.0	62,230	7.34
Bettendorf	225.0	33,217	6.77
Clinton	174.0	26,885	6.47
Marion	218.0	34,768	6.27
Marshalltown	162.0	27,552	5.88
Ankeny	261.0	45,582	5.73
Urbandale	216.0	39,463	5.47
<b>Cedar Falls</b>	<b>207.0</b>	<b>39,260</b>	<b>5.27</b>
Average:			7.58

Cedar Falls city government continued to have one of the lowest number of employees per 1,000 capita comparing the top 20 largest cities.

Cedar Falls has 2.31 employees per 1,000 capita less than the state average, which is equivalent to 91 fewer full-time employees.

Employment reductions have been implemented over the last 10 years, which has streamlined Cedar Falls' employment.

Among the top twenty largest cities in the State of Iowa, the City of Cedar Falls continues to have one of the lowest number of employees per capita. The pressures of new construction growth, road development, and societal values have placed greater demands on existing staff. In the near future, the City Council will need to prioritize services or focus on key services to address the over extension of City staff.

**IV. FINANCIAL ISSUES**

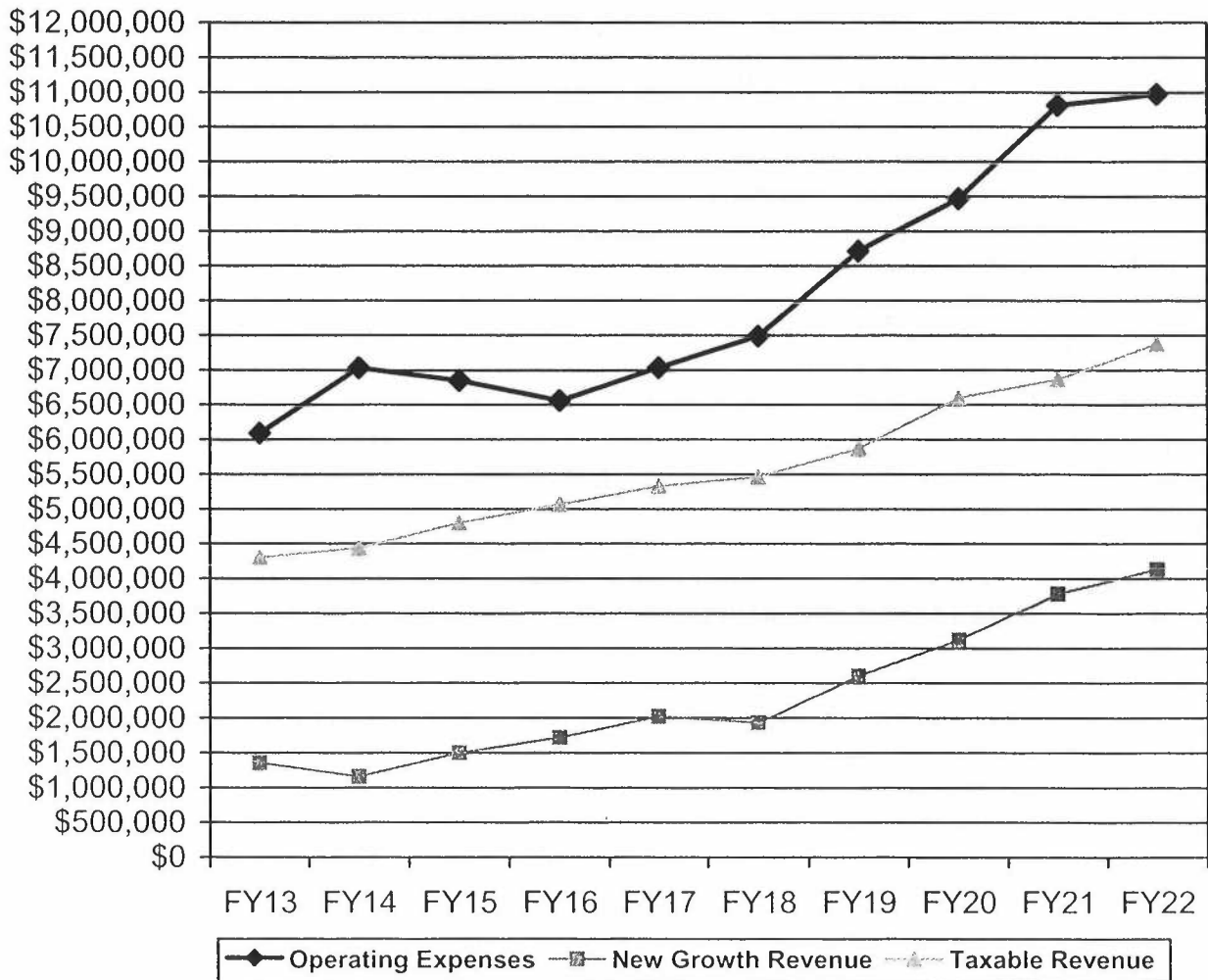
**A. Taxable values:** Taxable value in FY22 decreased from \$1,963,719,839 to \$1,960,696,679(.15% decrease) due to the increase in TIF certifications. The residential rollback factor was adjusted from 55.07% in FY21 to 56.41 % in FY22. The commercial rollback remained the same in FY22 at 90%. Agland rollback was adjusted from 81.48% in FY21 to 84.03% in FY22. The multi-residential rollback decreased from 71.25% in FY21 to 67.50% in FY22.

**Assessed and Taxable Values  
FY21 and FY22 Budgets**

Description	FY21 Assessed Values	FY22 Assessed Values	Difference Assessed Values	FY21 Taxable Values	FY22 Taxable Values	Difference Taxable Values
Residential	2,540,626,957	2,590,601,036	49,974,079	1,397,795,292	1,453,871,296	56,076,004
Commercial	520,106,304	487,628,495	(32,477,809)	464,764,342	424,169,063	(40,595,279)
Industrial	35,102,230	32,200,720	(2,901,510)	29,563,092	26,524,529	(3,038,563)
Multi-Res	96,474,406	86,423,276	(10,051,130)	68,733,376	54,155,214	(14,578,162)
Utilities	5,933,059	4,999,474	(933,585)	5,738,041	4,745,317	(992,724)
Add: TIF- Unified	109,817,256	118,138,619	8,321,363			
Add: TIF- Downtown	19,392,442	80,716,602	61,324,159			
Add: TIF- Southern	3,812,263	20,769,250	16,956,987			
Add: TIF- College Hill	2,159,380	5,436,600	3,277,220			
Add: TIF- Pinnacle Prairie	3,624,833	760,001	(2,864,832)			
Less: Credit	(2,874,304)	(2,768,740)	105,564	(2,874,304)	(2,768,740)	105,564
<b>Subtotal</b>	<b>3,334,174,827</b>	<b>3,424,905,333</b>	<b>90,730,506</b>	<b>1,963,719,839</b>	<b>1,960,696,679</b>	<b>(3,023,160)</b>
Agland	7,317,830	7,613,000	295,170	5,962,806	6,397,252	434,446
<b>Total</b>	<b>3,341,492,657</b>	<b>3,432,518,333</b>	<b>91,025,676</b>	<b>1,969,682,645</b>	<b>1,967,093,931</b>	<b>(2,588,714)</b>
Gas & Electric Value	60,450,915	55,775,136	(4,675,779)	4,337,847	3,603,833	(734,014)
Less: Agland	7,317,830	7,613,000	295,170	5,962,806	6,397,252	434,446
Add: TIF Assess-Tax	15,224,822	2,699,061	(12,525,761)	0	0	0
<b>Property Rate Value</b>	<b>3,409,850,564</b>	<b>3,483,379,530</b>	<b>73,528,966</b>	<b>1,968,057,686</b>	<b>1,964,300,512</b>	<b>(3,757,174)</b>

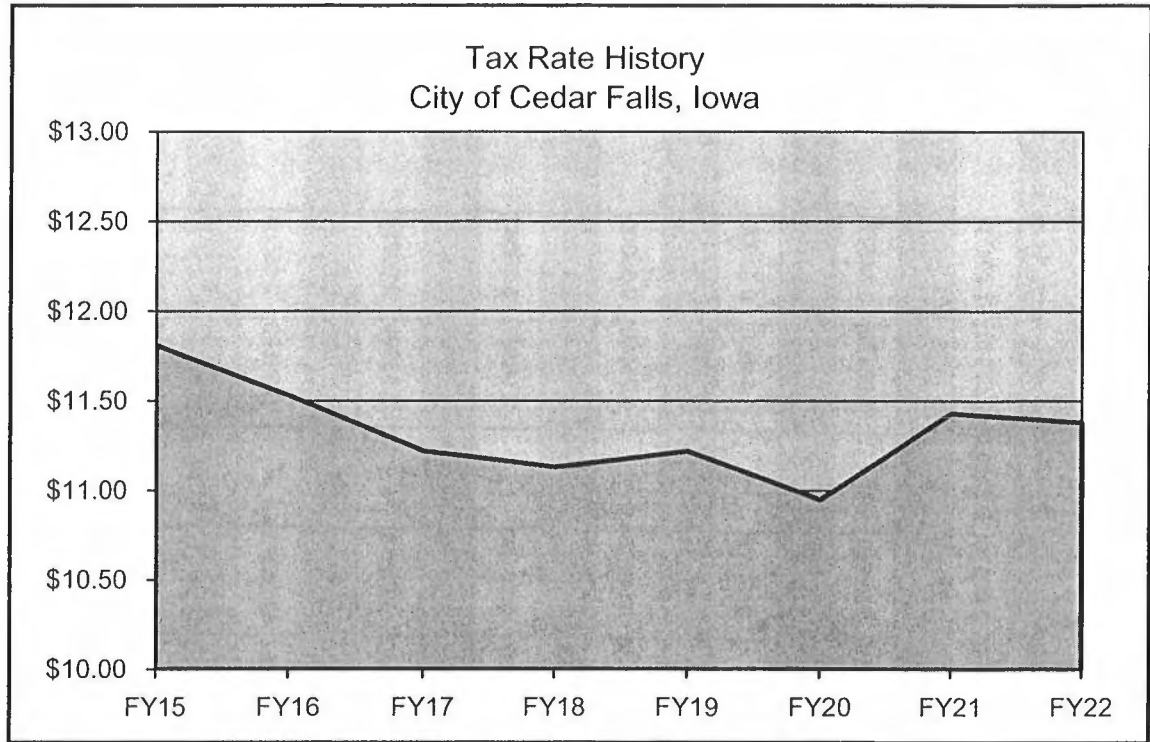
The chart below illustrates that property tax revenue from new growth, rollback changes, and reassessments is not enough to keep up with rising operating costs. The City Council will need to continue to focus on how to close the gap over the next 3-5 years. Increases in pension costs and salary increases will need to be paid for by property tax increases. Due to planned cost savings efforts by all departments, FY15 shows the first reduction in the last 10 years and continued to decline in FY16. The increase in expenses for FY17 – FY22 is due to the negotiated salary increases and additional staffing.

**General Fund  
10 Year History  
Operating Expenses vs New Growth Revenue**





**Tax Rate:** In fiscal year 2022, the tax rate is proposed to decrease by \$.05 (FY21 - \$11.43, FY22 - \$11.38). Fluctuations in tax rates occur due to property reassessments on a biennial basis and the changes in the residential and commercial rollback.



Fiscal Year	Tax Rate
2015	11.81
2016	11.53
2017	11.22
2018	11.13
2019	11.22
2020	10.95
2021	11.43
2022	11.38

The following charts show how Cedar Falls tax rate compares to the top 20 cities in Iowa.

City	Rank by Pop.	Census	Taxable Value January 1, 2019		General Fund				Other Levies				Total Regular W/O Ag	Tax Per Capita
			Regular	Ag Land	\$8.10 Levy		Outside \$8.10	Ag Land Levy	Emerg Levy	Debt Service	Employ Benefit	Capital Improv.		
					FY18/19	FY19/20								
West Des Moines	10	56,609	5,378,383,432	7,064,017	8.10000	8.10000	0.13145	3.00375	0.27000	1.95000	0.53855		10.99000	1,044.15
Iowa City	6	67,862	4,172,675,883	1,424,328	8.10000	8.10000	1.51044	3.00375	0.24000	2.57846	3.34415		15.77305	969.85
Bettendorf	15	33,217	2,418,877,662	5,062,447	7.50000	5.73822	0.51370	3.00375		5.00000	1.54808		12.80000	932.10
Cedar Rapids	2	126,326	6,948,965,140	7,957,762	8.10000	8.10000	1.17418	2.99996		3.03225	3.34977		15.65620	861.22
Council Bluffs	7	62,230	2,844,858,007	8,685,576	8.10000	8.10000	1.53246	3.00375	0.27000	2.82000	5.53754		18.26000	834.76
Urbandale	12	39,463	3,214,491,894	3,412,637	8.10000	8.10000		3.00375		1.64000	0.42000		10.16000	827.59
Davenport	3	99,687	4,769,677,623	19,921,174	8.10000	8.10000	1.43000	3.00375	0.27000	2.04999	4.93001		16.78000	802.86
Ankeny	11	54,598	3,878,916,115	4,319,549	6.10000	6.05000	0.15000	3.00375		3.25000	0.55000		10.00000	710.45
Marion	14	34,768	1,731,148,967	3,497,130	8.10000	8.10000	0.57897	3.00375	0.00000	2.16343	3.37262		14.21502	707.79
Des Moines	1	204,220	8,391,307,913	7,340,169	8.10000	8.10000	0.28537	2.10159		2.96537	5.26082		16.61156	682.56
Waterloo	5	68,406	2,333,982,545	14,891,151	8.10000	8.10000	1.82127	3.00375	0.27000	2.75591	5.49308		18.44026	629.17
Mason City	16	28,079	1,182,037,665	7,873,437	8.10000	8.10000	0.47840	3.00375		2.83909	2.96952		14.38701	605.65
Fort Dodge	20	25,206	741,700,287	3,627,383	8.10000	8.10000	1.61730	3.00375	0.27000	4.27539	5.91126		20.17395	593.63
Cedar Falls	13	39,260	1,968,057,686	5,962,806	8.10000	8.10000	0.86282	3.00375		0.31523	2.15603		11.43408	573.18
Clinton	18	26,885	974,969,999	15,773,906	8.10000	8.10000	0.68721	3.00375	0.27000	1.77084	4.86344		15.69149	569.04
Sioux City	4	82,684	3,073,052,191	5,035,934	8.10000	8.10000	1.99361	3.00375	0.27000	3.39473	1.14118		14.89952	553.76
Ames	8	58,965	3,112,286,020	3,259,120	5.52509	5.66051	0.63633	3.00375		3.15027	0.69970		10.14681	535.57
Marshalltown	17	27,552	904,620,601	5,589,811	8.10000	8.10000	0.92357	3.00375	0.27000	1.07205	4.34372	0.67500	15.38434	505.12
Burlington	19	25,663	773,623,575	1,947,040	8.10000	8.10000	1.00975	3.00375	0.26995	3.79790	3.15872		16.33632	492.47
Dubuque	9	57,637	2,579,355,511	3,223,560	8.10000	8.10000	0.77508	3.00375		0.09269	1.17623		10.14400	453.96

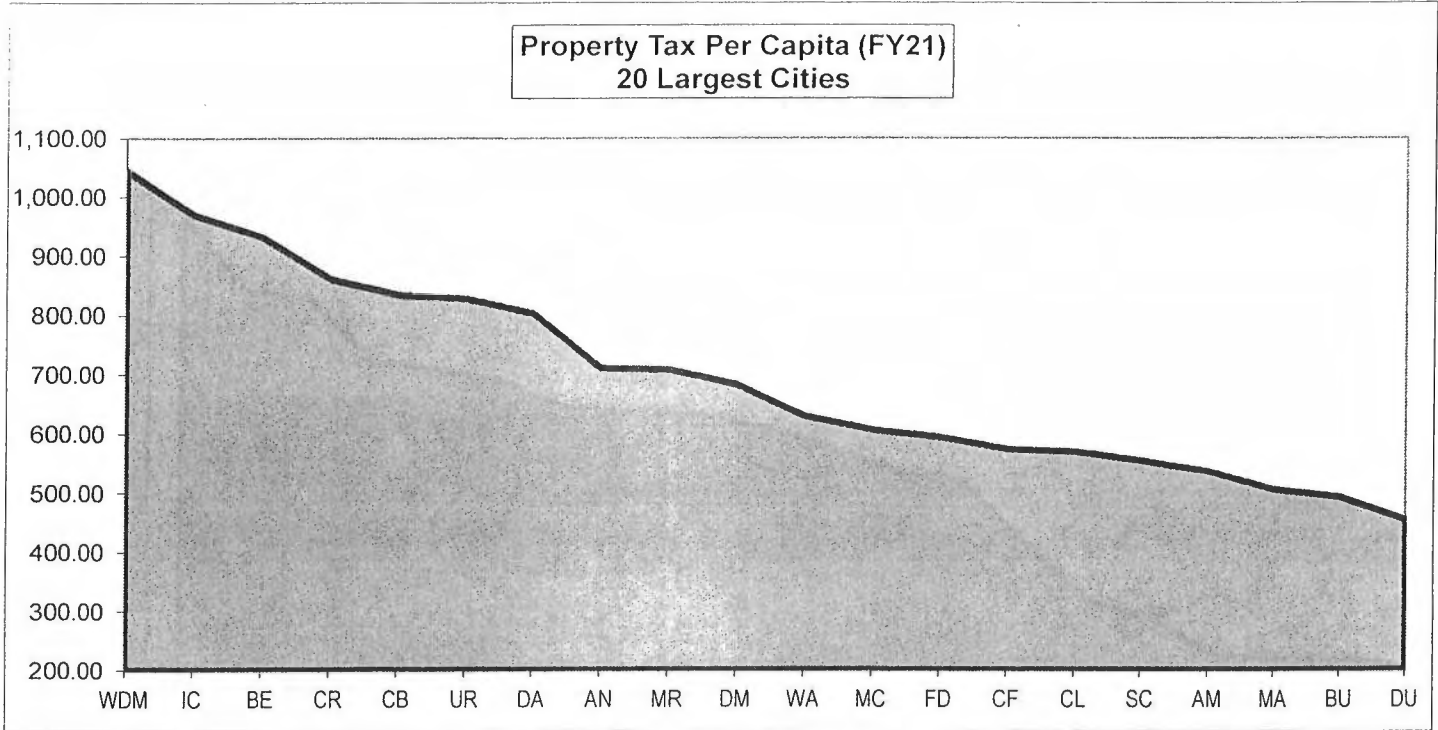
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FY2022 - 2024 Financial Plan

FY22 Financial Impact and Policy Summary

City of Cedar Falls

Citytaxr



Property Tax Per Capita (FY21)  
20 Largest Iowa Cities

City	FY21 Tax Per Person	2010 Population	Abbreviation
West Des Moines	1,044.15	56,609	WDM
Iowa City	969.85	67,862	IC
Bettendorf	932.10	33,217	BE
Cedar Rapids	861.22	126,326	CR
Council Bluffs	834.76	62,230	CB
Urbandale	827.59	39,463	UR
Davenport	802.86	99,687	DA
Ankeny	710.45	54,598	AN
Marion	707.79	34,768	MR
Des Moines	682.56	204,220	DM
Waterloo	629.17	68,406	WA
Mason City	605.65	28,079	MC
Fort Dodge	593.63	25,206	FD
<b>Cedar Falls</b>	<b>573.18</b>	<b>39,260</b>	<b>CF</b>
Clinton	569.04	26,885	CL
Sioux City	553.76	82,684	SC
Ames	535.57	58,965	AM
Marshalltown	505.12	27,552	MA
Burlington	492.47	25,663	BU
Dubuque	453.96	57,637	DU
Average	694.24		

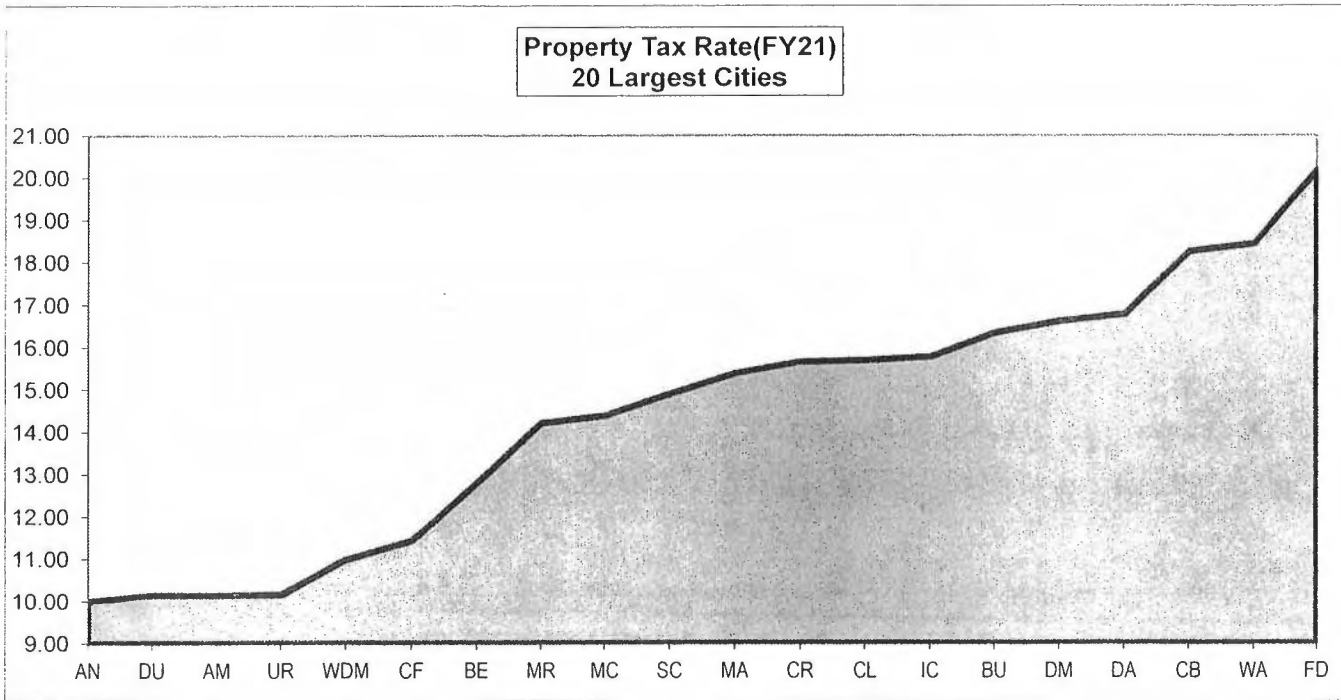
For over two decades Cedar Falls' local government has operated at one of the lowest per capita property tax rates among the 20 largest cities in Iowa.

At a cost of \$573.18 per person, the City is substantially below the average rate of \$694.24. This rate can be attributed to the City's concerted efforts to streamline operations over the past 20 years.

If the City of Cedar Falls operated at the state average property tax per capita, an additional 4.75 million dollars would be devoted to operations. This would be an increase of 21% of taxes levied in FY21.



Citytaxr



Property Tax Rate (FY21)  
20 Largest Iowa Cities

City	FY21 Tax Rate	2010 Population	Abbreviation
Ankeny	10.00	54,598	AN
Dubuque	10.14	57,637	DU
Ames	10.15	58,965	AM
Urbandale	10.16	39,463	UR
West Des Moines	10.99	56,609	WDM
<b>Cedar Falls</b>	<b>11.43</b>	<b>39,260</b>	<b>CF</b>
Bettendorf	12.80	33,217	BE
Marion	14.22	34,768	MR
Mason City	14.39	28,079	MC
Sioux City	14.90	82,684	SC
Marshalltown	15.38	27,552	MA
Cedar Rapids	15.66	126,326	CR
Clinton	15.69	26,885	CL
Iowa City	15.77	67,862	IC
Burlington	16.34	25,663	BU
Des Moines	16.61	204,220	DM
Davenport	16.78	99,687	DA
Council Bluffs	18.26	62,230	CB
Waterloo	18.44	68,406	WA
Fort Dodge	20.17	25,206	FD
Average	14.41		

- B. Multi-Residential Properties:** Beginning in FY17, the State legislation created a new class of property, multi-residential. These properties were primarily classified as commercial prior to FY17. The rollback on these multi-residential properties will be a phased in reduction over the next eight years. For FY22, the rollback is 67.50% and will eventually be the same as residential, which for FY22 is 56.41%. For Cedar Falls, multi-residential property is valued at \$86,423,276. The decline in taxable base will eventually be an annual loss of revenue to the General Fund in the amount of \$300,000.
- C. State Backfill:** FY17 was the last year that backfill funds from the State of Iowa for the loss in revenue from the commercial rollback was guaranteed. Therefore, for FY18 –FY22 those funds are not included in the budget. If the backfill is received, it will be used for a one-time capital project.
- D. Major Funds:** The following charts describe in detail the four major funds of the City: General Fund, Refuse Fund, Sewer Rental Fund, and Street Construction Fund.

Balance

18-Jan-21

FUND BALANCES - REVENUE AND EXPENDITURES  
SIX YEAR HISTORY FY16 - FY22

Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Project	FY22 Budget
<b>General Fund</b>							
Beginning Balance	\$ 5,068,793	\$ 5,158,433	\$ 5,276,117	\$ 5,760,875	\$ 6,157,137	\$ 6,220,030	\$ 6,220,030
Expenditures	24,329,102	24,085,044	25,127,706	26,615,771	25,734,290	27,626,353	27,827,670
Revenues	24,418,743	24,202,729	25,612,464	27,012,035	25,797,184	27,626,353	27,827,670
Cash Added (Used)	89,641	117,685	484,758	396,264	62,894	0	0
<b>General Ending Balance</b>	<b>\$ 5,158,433</b>	<b>\$ 5,276,117</b>	<b>\$ 5,760,875</b>	<b>\$ 6,157,137</b>	<b>\$ 6,220,030</b>	<b>\$ 6,220,030</b>	<b>\$ 6,220,030</b>
<b>% of Cash Balance to Next Year's Expenditures</b>	<b>21.57%</b>	<b>21.29%</b>	<b>21.94%</b>	<b>22.97%</b>	<b>21.89%</b>	<b>22.35%</b>	<b>21.47%</b>
<b>Refuse</b>							
Beginning Balance	\$ 3,042,638	\$ 3,600,093	\$ 4,131,097	\$ 4,734,192	\$ 5,152,690	\$ 4,861,202	\$ 5,380,448
Expenditures	2,632,205	2,669,036	2,669,030	2,908,412	3,536,967	3,002,695	3,585,050
Revenues	3,189,659	3,200,040	3,272,125	3,326,910	3,245,479	3,521,939	3,515,440
Cash Added (Used)	557,454	531,004	603,095	418,498	(291,488)	519,244	(69,610)
<b>Ending Balance</b>	<b>\$ 3,600,093</b>	<b>\$ 4,131,097</b>	<b>\$ 4,734,192</b>	<b>\$ 5,152,690</b>	<b>\$ 4,861,202</b>	<b>\$ 5,380,448</b>	<b>\$ 5,310,837</b>
<b>Sewer Rental</b>							
Beginning Balance	\$ 4,118,855	\$ 4,547,268	\$ 5,854,027	\$ 7,150,680	\$ 8,500,370	\$ 9,657,339	\$ 10,870,399
Expenditures	5,652,095	5,239,489	5,651,947	5,382,320	5,908,293	6,095,563	6,188,690
Revenues	6,080,508	6,546,248	6,948,602	6,732,011	7,065,262	7,308,623	7,385,000
Cash Added (Used)	428,414	1,306,759	1,296,655	1,349,691	1,156,969	1,213,060	1,196,310
<b>Ending Balance</b>	<b>\$ 4,547,268</b>	<b>\$ 5,854,027</b>	<b>\$ 7,150,680</b>	<b>\$ 8,500,370</b>	<b>\$ 9,657,339</b>	<b>\$ 10,870,399</b>	<b>\$ 12,066,709</b>
<b>Street Construction</b>							
Beginning Balance	\$ 6,149,250	\$ 6,289,872	\$ 7,138,006	\$ 7,885,301	\$ 8,437,357	\$ 8,579,383	\$ 7,909,523
Expenditures	4,721,195	4,037,276	4,364,916	4,647,031	5,012,178	6,186,530	6,088,140
Revenues	4,861,817	4,885,410	5,112,211	5,199,087	5,154,204	5,516,670	5,035,280
Cash Added (Used)	140,622	848,134	747,296	552,056	142,026	(669,858)	(1,052,860)
<b>Ending Balance</b>	<b>\$ 6,289,872</b>	<b>\$ 7,138,006</b>	<b>\$ 7,885,301</b>	<b>\$ 8,437,357</b>	<b>\$ 8,579,383</b>	<b>\$ 7,909,523</b>	<b>\$ 6,856,663</b>

Operating Expense on the following pages = Total expenses less capital outlay.



**C. Cash Balance Impact (Modified Cash Basis):**

**1. General Fund**

FY20 Year End Cash Balance	\$6,220,030
FY21 Expected Cash Reserve Used	0
FY21 Expected Cash Reserve Used	0
FY21 Ending Balance	<u>\$6,220,030</u>

For FY22, the City is proposing a balanced budget for the General Fund. It has been the City’s position to maintain a balance between 15 and 25 percent as possible for cash flow and emergency purposes. The City Council in FY03 directed staff to move this toward a 20-25 percent reserve and that policy directive remains in effect.

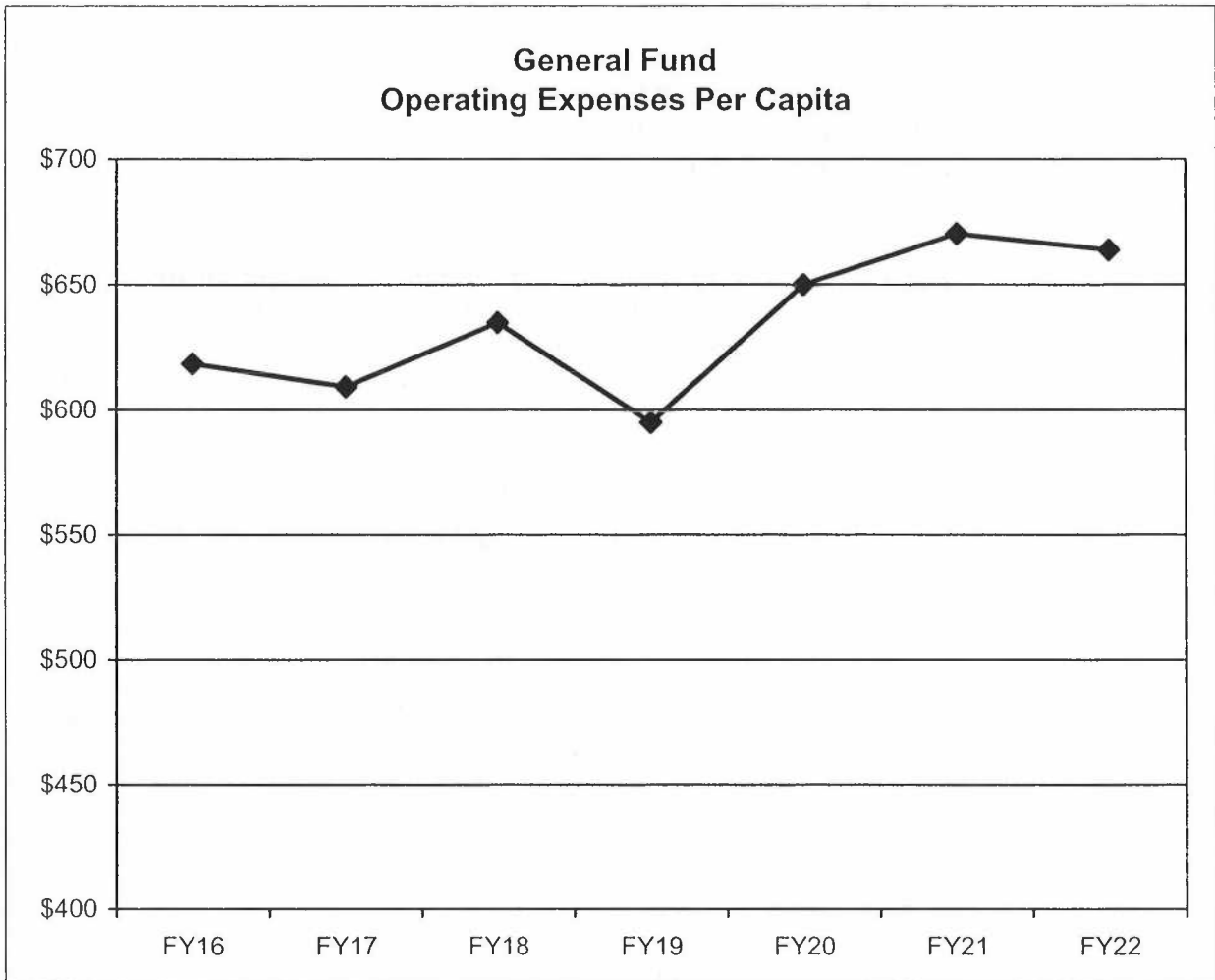
**General Fund Reserve Percentages**

Fiscal Year	Balance	Percentage
FY19	6,157,137	22.97%
FY20	6,220,030	21.89%
FY21	6,220,030	22.35%*
FY22	6,220,030	21.47%*

\* Projected

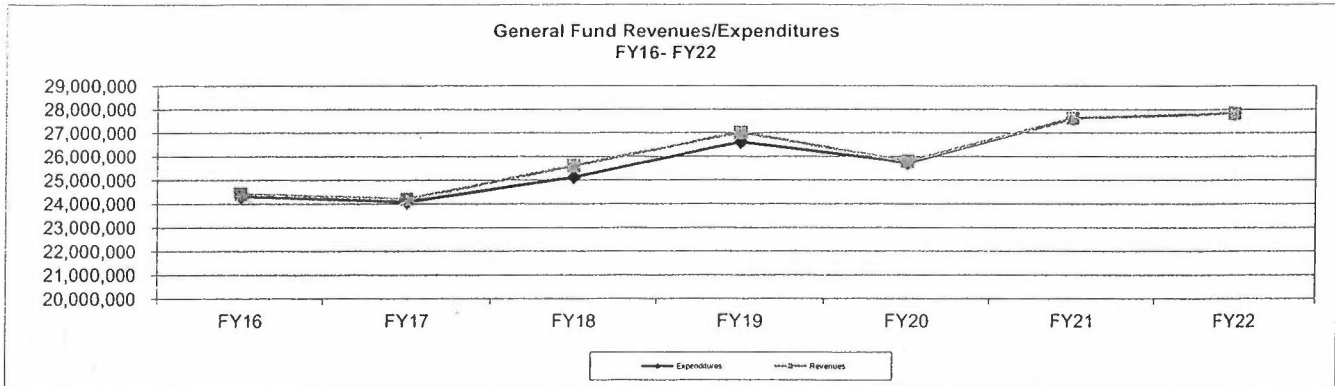
For the City to maintain reserve balances above 15%, additions to reserves will need to be evaluated each budget year. However, proposed state legislation may limit the amount of reserves maintained by cities and Cedar Falls could be greatly affected by this.

Administratively, the City has, through management and spending controls, protected the City’s cash reserves annually.



General Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Project	FY22 Budget
Operating Expense	\$24,281,509	\$23,924,428	\$24,925,953	\$23,365,195	\$25,520,135	\$26,315,303	\$26,063,240
Population	39,260	39,260	39,260	39,260	39,260	39,260	39,260
Operating Expense Per Capita	\$618.48	\$609.38	\$634.89	\$595.14	\$650.03	\$670.28	\$663.86

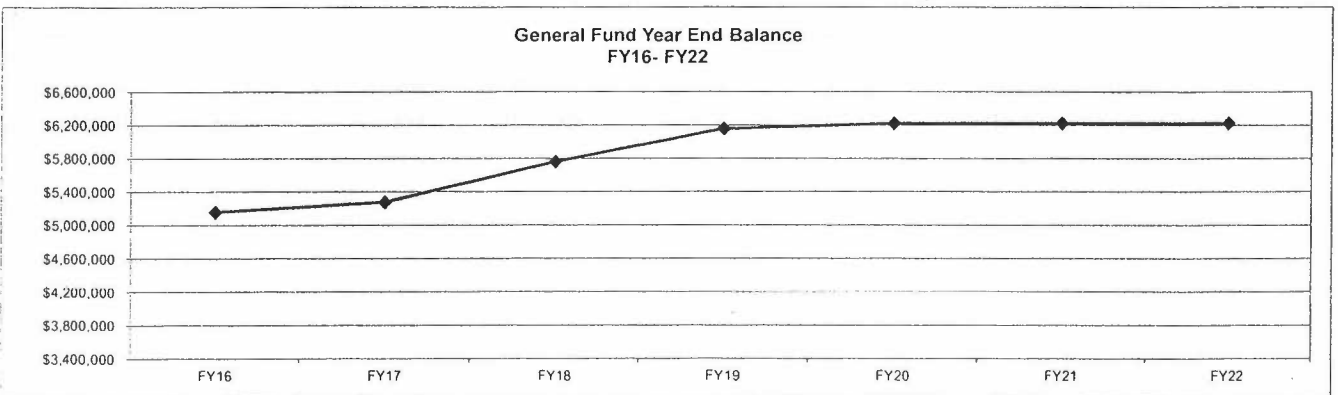
General Fund operating expenses have steadily risen over the past six years due to negotiated salary and benefit increases. The increase in FY21 was due to staffing positions added.



General Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Project	FY22 Budget
Beginning Balance	\$ 5,068,793	\$ 5,158,433	\$ 5,276,117	\$ 5,760,875	\$ 6,157,137	\$ 6,220,030	\$ 6,220,030
Expenditures	24,329,102	24,085,044	25,127,706	26,615,771	25,734,290	27,626,353	27,827,670
Revenues	24,418,743	24,202,729	25,612,464	27,012,035	25,797,184	27,626,353	27,827,670
Cash Added (Used)	89,641	117,685	484,758	396,264	62,894	0	0
<b>General Ending Bal.</b>	<b>\$ 5,158,433</b>	<b>\$ 5,276,117</b>	<b>\$ 5,760,875</b>	<b>\$ 6,157,137</b>	<b>\$ 6,220,030</b>	<b>\$ 6,220,030</b>	<b>\$ 6,220,030</b>

The City Council adopted resolution #9054, which required the balance remain between 15% - 25% and be maintained at 20-25%. Due to proposed property tax legislation and a national recession, maintaining a balance closer to 25% is necessary.

The General Fund Balances are critical to the City's operations and serves to cashflow operations in September and October and provide a reserve to assist operations in the event of a catastrophe. In Cedar Falls' case the 8.10 levy limit restricts operations in the event of a catastrophe. Therefore, without an ability to levy taxes the City must rely on a sound reserve to protect citizen's interests.

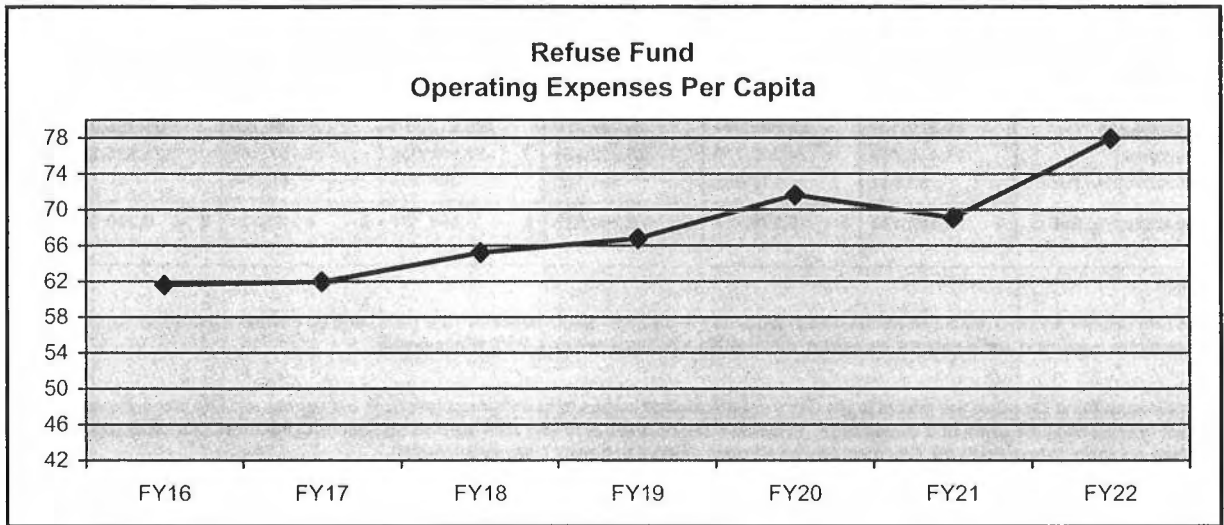




**2. Refuse Fund:** The Refuse fund is expected to decrease slightly in FY22. Rates were analyzed and increases implemented on January 1, 2021.

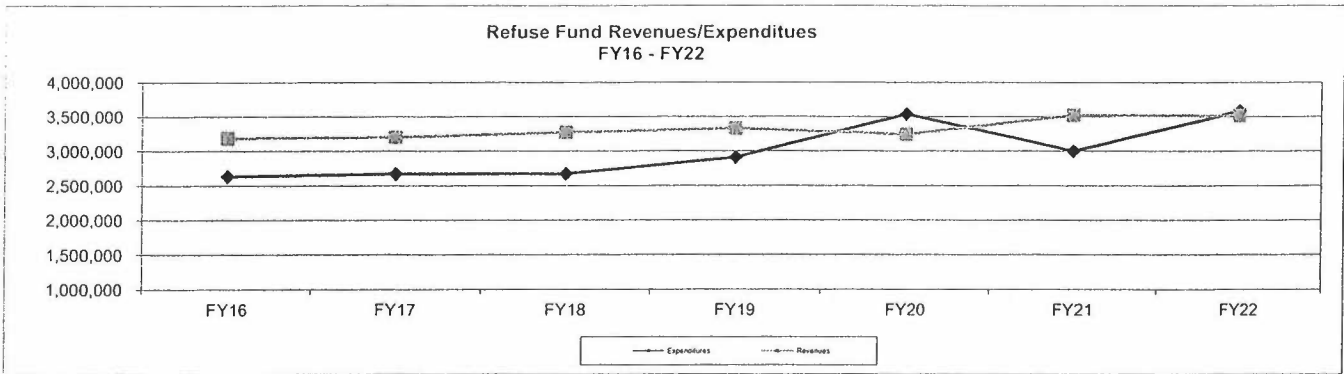
Reserves will be affected as follows:

FY20 Cash	\$4,861,202
FY21 Expected Cash Reserve Add (Used)	519,245
FY22 Expected Cash Reserve Add (Used)	(69,610)
FY22 Ending Balance	<u>\$5,310,837</u>



Refuse Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Project	FY22 Budget
Operating Expense	\$2,418,578	\$2,432,228	\$2,560,360	\$2,621,361	\$2,813,385	\$2,721,025	\$3,060,050
Population	39,260	39,260	39,260	39,260	39,260	39,260	39,260
Operating Expense Per Capita	\$61.60	\$61.95	\$65.22	\$66.77	\$71.66	\$69.31	\$77.94

Operating costs increased starting in FY09 due to the reallocation of Administrative staff in the Public Works Department. However, the Street fund and Sewer fund will reimburse the Refuse fund for 2/3 of these costs. In FY22 operating costs increased due in part to two part-time personnel allocated to refuse from street.

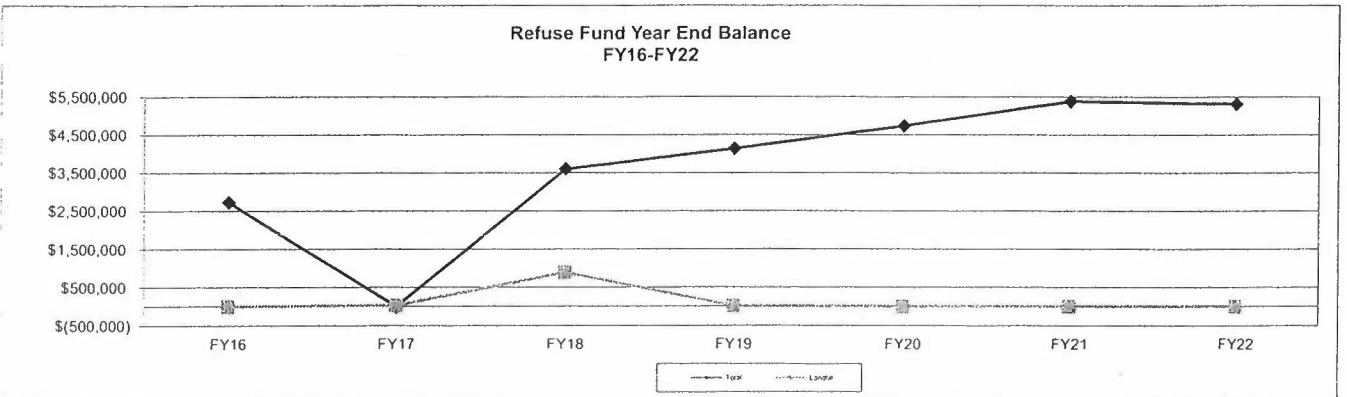


Refuse Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Projected	FY22 Budget
Beginning Balance	3,042,638	3,600,093	4,131,097	4,734,192	5,152,690	4,861,202	5,380,448
Expenditures	2,632,205	2,669,036	2,669,030	2,908,412	3,536,967	3,002,695	3,585,050
Revenues	3,189,659	3,200,040	3,272,125	3,326,910	3,245,479	3,521,939	3,515,440
Cash Added (Used)	557,454	531,004	603,095	418,498	(291,488)	519,244	(69,610)
<b>Ending Balance</b>	<b>\$ 3,600,093</b>	<b>\$ 4,131,097</b>	<b>\$ 4,734,192</b>	<b>\$ 5,152,690</b>	<b>\$ 4,861,202</b>	<b>\$ 5,380,448</b>	<b>\$ 5,310,837</b>

A refuse rate study was completed in 2020. The rates on regular garbage routes were increased, and rate increases were implemented for yard waste, container dumpsters and bulk collection. Rates are \$9.23/month for small containers; \$17.43 for medium containers; and \$27.16 for large containers.

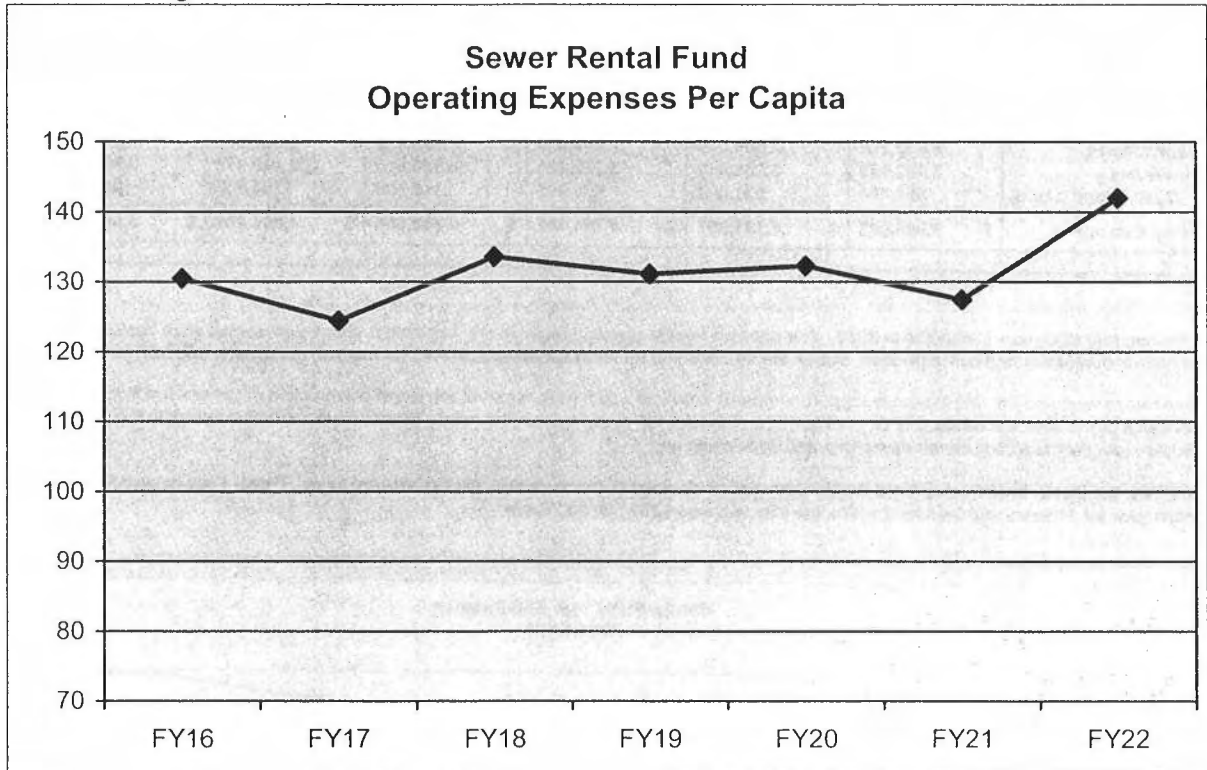
The refuse fund and the rate structure support numerous activities which were a part of the street construction or general funds in the past. The stresses on these funds have forced the City Council to rely on the user fee system within the refuse fund to pay for street cleaning, leaf pick-up, bulk pick-up, yard waste collection, recycling center operations and flood clean up.

In FY03, the Black Hawk County Solid Waste Commission decided to distribute their excess reserve funds. Cedar Falls received approximately \$566,000 each year for 11 years and then for 2 years, the City received \$299,500 each year.



3. **Sewer Rental Fund:** Rates were evaluated in FY19 and the council voted for a 5% increase in rates each year over the next three years. This is necessary to fund the large sewer projects. Unfortunately these large projects have caused debt service costs to increase dramatically for FY15 - FY22. Rates will need to be evaluated again in FY22 to determine if further increases are necessary.

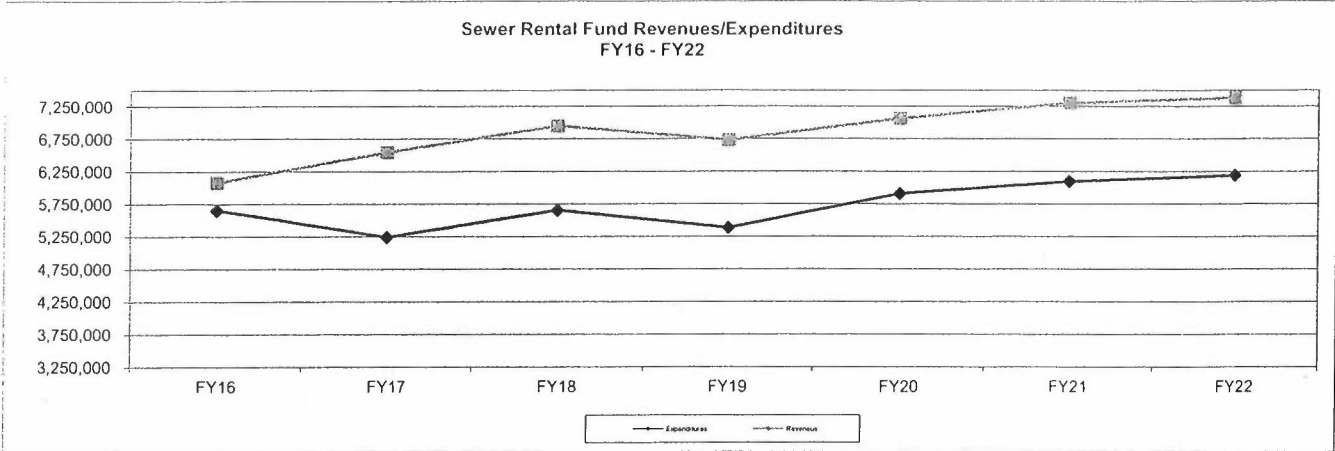
FY20 Cash Balance	\$ 9,657,339
FY21 Expected Cash Reserve Added(Used)	1,213,060
FY22 Expected Cash Reserve Added(Used)	1,196,310
FY22 Ending Balance	\$12,066,709



Sewer Rental Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Project	FY22 Budget
Operating Expense	\$4,856,559	\$4,886,490	\$5,245,066	\$5,148,995	\$5,193,806	\$5,005,563	\$5,573,690
Population	39,260	39,260	39,260	39,260	39,260	39,260	39,260
Operating Expense Per Capita	\$130.49	\$124.46	\$133.60	\$131.15	\$132.29	\$127.50	\$141.97

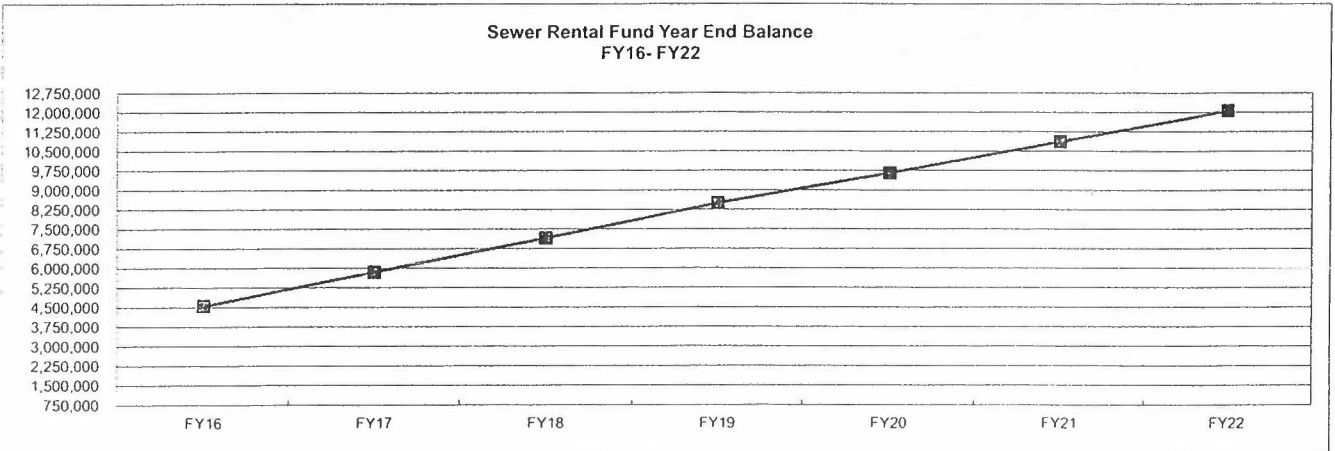
Increases in FY18, FY19, FY20, FY21 and FY22 expenditures are caused by increased debt service.





Sewer Rental Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Projected	FY22 Budget
Beginning Balance	\$ 4,118,855	\$ 4,547,268	\$ 5,854,027	\$ 7,150,680	\$ 8,500,370	\$ 9,657,339	\$ 10,870,399
Expenditures	5,652,095	5,239,489	5,651,947	5,382,320	5,908,293	6,095,563	6,188,690
Revenues	6,080,508	6,546,248	6,948,602	6,732,011	7,065,262	7,308,623	7,385,000
Cash Added (Used)	428,414	1,306,759	1,296,655	1,349,691	1,156,969	1,213,060	1,196,310
<b>Ending Balance</b>	<b>\$ 4,547,268</b>	<b>\$ 5,854,027</b>	<b>\$ 7,150,680</b>	<b>\$ 8,500,370</b>	<b>\$ 9,657,339</b>	<b>\$ 10,870,399</b>	<b>\$ 12,066,709</b>

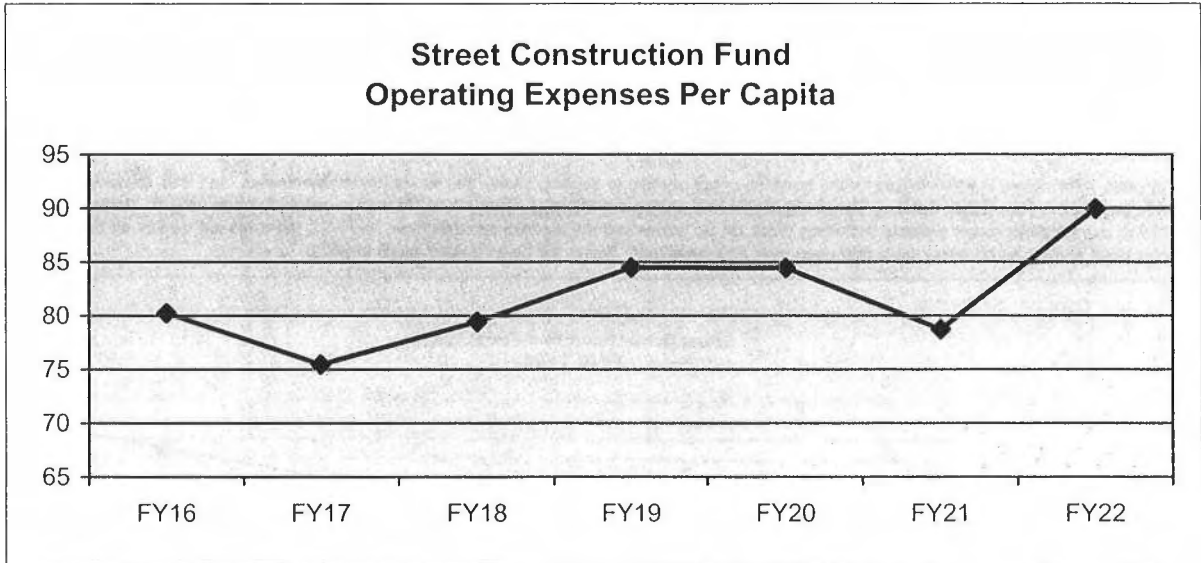
Sewer rates were raised in FY09 to pay for the bond issuance relating to sanitary sewer and lift station improvements. In FY16, these rates were increased again to pay for Dry Run Creek Sanitary Sewer improvements and sewer improvements related to the University Avenue project. Rates were increased again in FY19 to pay for large sewer projects, including West 1st St. sewer and the digester rehabilitation. In FY22, the rates will be \$21.44 on the first 200 cubic feet of water used and \$3.84 on every cubic feet used over 200 cubic feet. Rates will be evaluated again in 2022.



4. **Street Construction Fund:** Currently, Road Use Taxes have been stable, however, due to the pandemic, there is uncertainty regarding these revenues for FY22.

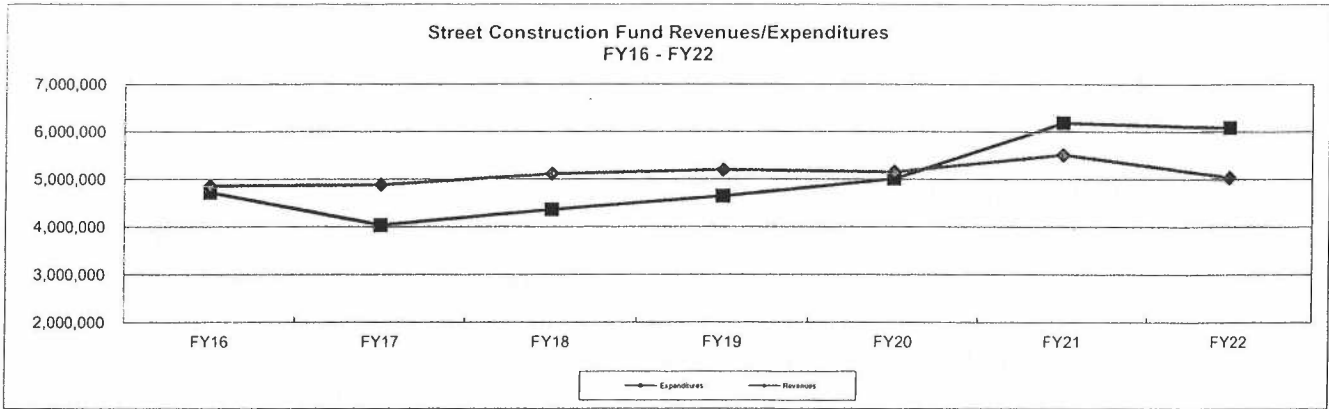
FY20 Cash Balance	\$ 8,579,383
FY21 Expected Cash Reserve Added(Used)	(669,858)
FY22 Expected Cash Reserve Added(Used)	<u>(1,052,860)</u>
FY22 Ending Balance	\$ 6,856,663

In FY22, \$128.00 per capita is budgeted to be received. In the past, consideration was given to phasing Debt Service payments for road repair out of Street Construction and placing the burden on property taxes. However, no debt service is planned for FY22. For the next few years, reserves will be used for large street projects.



Street Construct Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Projected	FY22 Budget
Operating Expense	\$3,149,988	\$2,963,516	\$3,118,990	\$3,315,420	\$3,393,373	\$3,090,870	\$3,530,640
Population	39,260	39,260	39,260	39,260	39,260	39,260	39,260
Operating Expense Per Capita	\$80.23	\$75.48	\$79.44	\$84.45	\$84.43	\$78.73	\$89.93

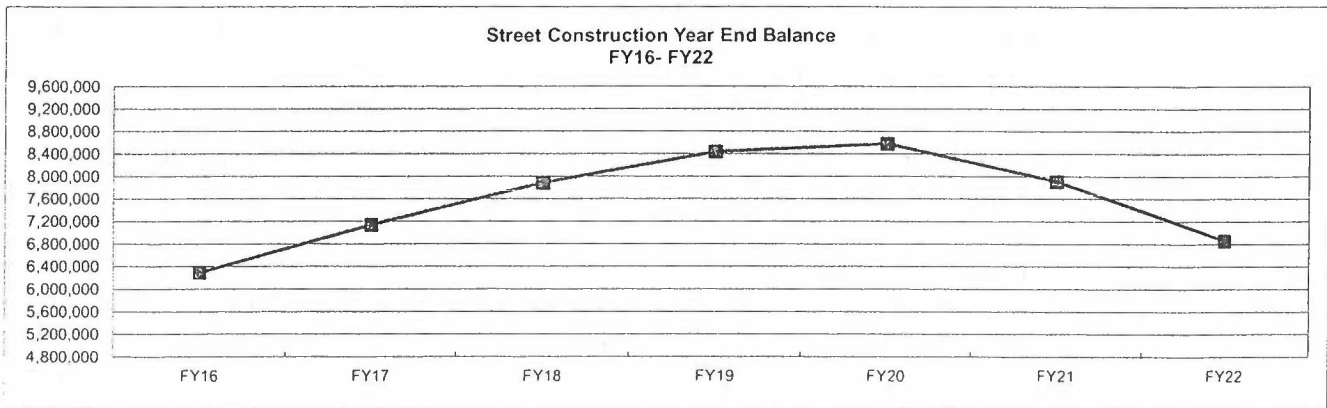
Operating expenses in FY22 have increased due to increased equipment costs.



Street Const. Fund	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Project
Beginning Balance	\$ 6,149,250	\$ 6,289,872	\$ 7,138,006	\$ 7,885,301	\$ 8,437,357	\$ 8,579,383	\$ 7,909,523
Expenditures	4,721,195	4,037,276	4,364,916	4,647,031	5,012,178	6,186,530	6,088,140
Revenues	4,861,817	4,885,410	5,112,211	5,199,087	5,154,204	5,516,670	5,035,280
Cash Added (Used)	140,622	848,134	747,296	552,056	142,026	(669,858)	(1,052,860)
<b>Ending Balance</b>	<b>\$ 6,289,872</b>	<b>\$ 7,138,006</b>	<b>\$ 7,885,301</b>	<b>\$ 8,437,357</b>	<b>\$ 8,579,383</b>	<b>\$ 7,909,523</b>	<b>\$ 6,856,663</b>

The Street Construction Fund is totally supported by road use tax revenues. This fund suffers the greatest potential for financial instability. Road use tax aid in FY21 was budgeted at \$128.00 and is budgeted at the same for FY22 based on Iowa Department of Transportation estimates.

A strong operating balance is important in this fund since the City does not budget surplus funds for overtime or materials in the event of a major snowstorm. These catastrophic events are annually dealt with through a budget amendment. Without an operating balance above \$1.0 million added stress would be placed on the Debt Service and General Funds. Reserves were built up in this fund in anticipation of various large projects. As those large projects are funded, the City will have to determine whether the Street Fund can support those expenditures or whether the projects will need to be funded by other revenue sources, other than the local option sales tax.





## V. MANAGEMENT ISSUES

- A. Internal Service Funds:** The City, in the FY22 budget, will continue to fund Vehicle Replacement and Data Processing internal service funds.
- B. \$8.10 Limitation:**
1. To avoid exceeding the \$8.10 levy limit, building maintenance and Administrative/Legislative/Miscellaneous costs have been prorated among User Funds to ensure that those User Funds, which utilize internal services, pay portions of the costs.
  2. Tort liability costs have continued to be transferred to the liability insurance levy outside of the \$8.10 levy.
  3. All salaries of User Fund employees have been levied in the appropriate User Funds.
  4. Police liability insurance has been included in the liability insurance levy, which is outside the \$8.10 levy.
  5. Some employee benefits eligible to be levied in the Trust and Agency Fund have been levied outside the \$8.10 limit.
  6. Outside levies have been used for the Municipal Band and Transit providers.
  7. The \$.27 per thousand Emergency Levy is not budgeted in FY22. FY01 was the first time in several years that this was not levied and has not been levied since.
  8. The \$.27 per thousand Library Levy was approved by voters in 2005. Approximately ½ of the funds will be used to increase materials for the library. The other ½ will be used in the general fund by supporting existing staff and materials.
  9. The EMA levy will be used in FY22 for EMA costs and consolidated dispatch.
- C. Interest Income Revenue:** The General Fund has budgeted \$247,000 in interest income. This is an increase of \$21,690 from the FY21 budget. The City continues to see very low interest rates. The decline in interest income not only affects the General Fund, but also impacts funds such as Sewer and Refuse, where reserves need to be maintained and interest income earned on those reserves helps offset operating costs.
- D. Budget Flexibility:** The continued pressures of the \$8.10 levy limit, associated with State cutbacks, tax freezes and the rollback have reduced budget flexibility for FY22. If the State freezes property taxes in FY22 or if new property tax legislation in FY22 occurs, the likelihood of midyear budget amendments will be high and internal spending controls will be necessary. The largest costs in the

general fund are personnel expenses. Collective bargaining agreements or wage and benefit arbitration may force reductions in personnel in future years.

- E. **Unified Park TIF:** During 2013 the southern and northern Industrial Parks were combined into the Unified TIF district. For FY18, a portion of this TIF district expired. Therefore, \$3.2 million of TIF revenues will flow to all of the entities. Approximately \$1.3 million of this release, will flow to the City to be used for future economic development.
- F. **Downtown TIF:** The Downtown TIF has been active since FY01 to reimburse the Capital Projects Fund for costs associated with the Treatment Plant Disinfection Project, Downtown Flood levee and streetscape projects. The TIF will also reimburse Cedar Falls Utilities for electric, gas, water, and communication improvements in the downtown area. This will generate approximately \$2,535,090 in TIF revenues for FY22. The large increase is due to the new streetscape project, which will extend the use of the downtown TIF increment.
- G. **Pinnacle Prairie TIF:** An urban renewal area was recently created for this TIF district. The City has budgeted \$21,870 in TIF revenue for FY22.
- H. **College Hill TIF:** An urban renewal area was created for this TIF district. The City has budgeted \$159,990 in TIF revenue for FY22.
- I. **Southern Cedar Falls TIF:** A new urban renewal area was created for this TIF district. FY21 was the first year that debt is being certified in this district. The City has budgeted \$604,340 in TIF revenue for FY22.

**CEDAR FALLS UNIFIED TIF**  
FY1996 - FY2034

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
TIF Taxable Valuation	\$122,017,640	\$131,313,988	\$131,313,988	\$131,313,988	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$95,208,189	\$95,208,189	\$95,208,189	\$718,189
Cedar Falls Tax Rate minus Debt Service Rate	\$27.21	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14	\$28.14
Projected TIF Revenue per \$1000 valuation	\$3,320,100	\$3,695,176	\$3,695,176	\$3,695,176	\$2,935,660	\$2,935,660	\$2,935,660	\$2,935,660	\$2,935,660	\$2,935,660	\$2,679,158	\$2,679,158	\$2,679,158	\$20,210
Less: Revenue to flow to Entities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Commerical Rollback	(\$332,010)	(\$370,203)	(\$370,203)	(\$370,203)	(\$293,566)	(\$293,566)	(\$293,566)	(\$293,566)	(\$293,566)	(\$293,566)	(\$267,916)	(\$267,916)	(\$267,916)	(\$2,021)
Backfill														
<b>TOTAL TIF REVENUE</b>	<b>\$2,988,090</b>	<b>\$3,324,973</b>	<b>\$3,324,973</b>	<b>\$3,324,973</b>	<b>\$2,642,094</b>	<b>\$2,642,094</b>	<b>\$2,642,094</b>	<b>\$2,642,094</b>	<b>\$2,642,094</b>	<b>\$2,642,094</b>	<b>\$2,411,243</b>	<b>\$2,411,243</b>	<b>\$2,411,243</b>	<b>\$18,189</b>

**ESTIMATED UNIFIED REVENUE VS. REPAYMENT SCHEDULES PER FISCAL YEAR**  
FY1996 - FY2034

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTAL
FY Estimated TIF Revenue	\$2,988,090	\$3,324,973	\$3,324,973	\$3,324,973	\$2,642,094	\$2,642,094	\$2,642,094	\$2,642,094	\$2,642,094	\$2,642,094	\$2,411,243	\$2,411,243	\$2,411,243	\$18,189	\$118,728,868
FY Carryover-Prior Year	(48,293)	(0)	0	0	0	0	(0)	(0)	(0)	0	0	(0)	(0)	0	(333,224)
FY Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,575,025)
FY 99 Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(959,967)
FY 04 Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,059,890)
FY 10 Debt Service Refunding	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,025,265)
FY Sewer Fund Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,193,929)
FY Economic Development Repayme	0	0	0	(541,512)	(645,000)	0	0	(1,701,872)	(1,227,803)	0	0	0	0	0	(8,826,312)
FY Capital Projects Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(2,423,168)
FY Bond Fund Repayment	(88,081)	0	0	(1,869)	0	0	0	0	0	0	(241,352)	0	0	0	(15,777,300)
FY Street Repair Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(868,310)
FY Ridgeway Sewer Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(925,985)
FY Property Tax Rebates	(27,350)	0	0	0	0	0	0	0	0	0	(103,663)	0	0	0	(5,577,933)
FY Dist Center Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,068,959)
FY Public Works Complex	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(2,534,205)
FY Bluff St. Lift Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,040,000)
FY Treatment Facility	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FY Staff Administrative Costs	(4,608)	0	0	0	0	0	0	0	0	0	0	0	0	0	(217,949)
FY Northern Industrial Park	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,906,702)
FY Northern Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,826,179)
Hwy 58 & Viking Interchange	(319,949)	(1,290,742)	(1,824,973)	(1,735,632)	(1,497,094)	(2,142,094)	(2,142,094)	(440,222)	0	0	0	0	0	0	(11,392,800)
Hwy 58 & Greenhill Interchange - Est	0	0	0	0	0	0	0	0	(914,290)	(2,142,094)	(943,616)	0	0	0	(4,000,000)
Dry Run Creek San. Sewer	(1,499,809)	(534,231)	0	0	0	0	0	0	0	0	0	0	0	0	(4,500,000)
University Avenue	(500,000)	(1,000,000)	(1,000,000)	(545,960)	0	0	0	0	0	0	0	0	0	0	(3,545,960)
FY CFU	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(1,122,512)	(2,411,243)	(2,411,242)	(18,189)	(38,148,806)
<b>TOTAL</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>



**CEDAR FALLS DOWNTOWN TIF**  
FY2000 - FY2027

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
TIF Taxable Valuation	\$27,539,377	\$34,417,014	\$39,798,369	\$45,006,249	\$34,976,187	\$8,860,061	\$7,332,390	\$21,817,710	\$80,716,602	\$80,716,602	\$80,716,602	\$80,716,602	\$80,716,602	\$80,716,602
Cedar Falls Tax Rate minus Debt Service Rate	\$31.57	\$27.83	\$27.81	\$26.96	\$27.02	\$27.37	\$27.86	\$27.21	\$32.02	\$32.02	\$32.02	\$32.02	\$32.02	\$32.02
Projected TIF Revenue per \$1000 valuation	\$869,418	\$957,825	\$1,106,793	\$1,213,368	\$945,057	\$242,500	\$204,280	\$593,660	\$2,584,546	\$2,584,546	\$2,584,546	\$2,584,546	\$2,584,546	\$2,584,546
Less: Comm/Ind Rollback		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL TIF REVENUE</b>	<b>\$869,418</b>	<b>\$957,825</b>	<b>\$1,106,793</b>	<b>\$1,213,368</b>	<b>\$945,057</b>	<b>\$242,500</b>	<b>\$204,280</b>	<b>\$593,660</b>	<b>\$2,584,546</b>	<b>\$2,584,546</b>	<b>\$2,584,546</b>	<b>\$2,584,546</b>	<b>\$2,584,546</b>	<b>\$2,584,546</b>

**ESTIMATED DOWNTOWN TIF REVENUE VS. REPAYMENT SCHEDULES PER FISCAL YEAR**  
FY2000 - FY2027

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	TOTAL
FY Estimated TIF Revenue	\$832,386	\$1,011,330	\$1,203,650	\$1,232,873	\$961,849	\$254,447	\$186,410	\$593,660	\$2,535,092	\$2,584,546	\$2,584,546	\$2,584,546	\$2,584,546	\$2,584,546	\$29,010,409
FY Carryover-Prior Year	0	0	0	0	0	0									
FY State Street Project	0	0	0	0	0	0									(1,027,459)
FY Washington Street	0	0	0	0	0	0									(498,794)
FY Flood Levee Project	0	0	0	0	0	0									(1,556,392)
FY Disinfection Project	(736,300)	(618,736)	(800,000)	(903,206)	(696,794)	0									(4,000,003)
FY River Place Development	(74,679)	(4,561)	(78)	(1,928)	(50,081)	(148,981)	(106,549)	(416,529)	(308,589)	0	0	(2,349,876)	(2,584,546)	(1,265,578)	(7,316,068)
FY Annex	0	0	(737)	(395)	0	0	(7,320)	(9,090)	(8,887)	0	0	0	0	0	(26,429)
FY Mill Race	0	0	0	0	0	0	(37,880)	(33,000)	(33,000)	0	0	0	0	0	(103,880)
FY Linderbaum	0	0	0	0	0	0	0	0	0	(3,755)	0	0	0	0	(3,755)
FY Community Center Project	0	0	0	0	0	0									(748,408)
FY Black Hawk Hotel	0	0	0	0	0	0									(117,000)
FY Viking Pump Parking Lot	0	0	0	0	0	0									(96,015)
FY Street Lighting	(21,407)	0	0	0	0	0									(21,407)
FY Streetscape Project	0	0	0	0	0	0			(2,165,631)	(2,568,532)	(2,584,546)	(234,670)	0	0	(8,925,018)
FY Peter Melendy Park	0	0	0	0	0	0		(16,730)	0	0	0	0	0	0	(16,730)
FY 100 Block Alley	0	0	0	0	0	0		(71,476)	0	0	0	0	0	0	(71,476)
FY Downtown Visioning	0	0	0	0	0	0		(45,963)	(18,985)	0	0	0	0	0	(64,948)
FY Parking Improvements	0	0	0	0	0	0	0	0	0	(12,259)	0	0	0	0	(12,259)
FY Economic Development Fund	0	0	0	0	0	0			0	0	0	0	0	0	(12,112)
FY Bond Fund	0	0	(11,204)	0	0	(277)	(1,263)	(872)	0	0	0	0	0	0	(13,616)
FY Downtown Administration	0	(5,526)	(26,133)	(18,679)	(10,983)	(4,651)									(65,972)
FY Utilities	0	(382,507)	(365,498)	(308,665)	(203,991)	(100,538)	(33,398)	0	0	0	0	0	0	0	(2,993,705)
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>\$1,318,968</b>

\* Improvements to the Downtown Levee are not included at this point.

**VI. POLICY ISSUES**

**A. Outside Agencies, Loans and Purchase of Services:** Outside agencies, loans and purchase of services in FY22 budget are proposed to be funded as shown on the chart below. Starting in FY08, outside agencies were no longer funded through property tax support, but applied for funding either through the Block Grant Program or the Visitors & Tourism Board. This policy will continue in FY22.

Agency	Funding Source	FY21 Funding Amount	FY22 Amount Requested	FY22 Budget Amount	Percent Funded
Consumer Credit Counseling	Block Grant	2,000	0	0	0.00%
Family & Children’s Council	Block Grant	6,700	0	0	0.00%
Northeast Iowa Food Bank	Block Grant	9,000	10,000	10,000	100.00%
Salvation Army/Integrated Crisis Services	Block Grant	9,000	10,000	10,000	100.00%
Pathways Behavioral Services	Block Grant	6,500	11,500	11,500	100.00%
Visiting Nurses	Block Grant	4,800	0	0	0.00%
Eastside ministerial Alliance	Block Grant	0	9,460	9,460	100.00%
Gallagher Bluedorn	V&T Fund	0	5,180	5,180	100.00%
Cedar Falls Historical Society	V&T Fund	2,500	900	900	100.00%
College Hill Partnership	V&T Fund	15,200	2,850	2,850	100.00%
Community Main Street	V&T Fund	34,500	15,000	12,000	80.00%
Community Theatre	V&T Fund	0	6,000	1,000	16.67%
Hearst Center	V&T Fund	1,870	1,860	1,000	53.76%
FORTEPAN Iowa/UNI	V&T Fund	5,000	0	0	0.00%
NorthStar	V&T Fund	0	15,000	0	0.00%
Veterans of Foreign Wars	V&T Fund	0	5,000	5,000	100.00%
North Cedar Neighborhood	V&T Fund	0	3,500	0	0.00%
Volunteer Center of Cedar Val	V&T Fund	2,500	2,000	0	0.00%
Waterloo Cedar Falls Symp.	V&T Fund	5,000	4,000	2,000	50.00%
Greater Cedar Valley Alliance	V&T Fund	27,500	31,930	22,660	70.97%
MET	Sep. Levy	429,920	442,820	442,820	100.00%
Municipal Band	Sep. Levy	35,000	35,000	35,000	100.00%
<b>Total</b>		<b>\$596,990</b>	<b>\$612,000</b>	<b>\$571,370</b>	

- B. MET Transit:** In FY22, the amount to MET is budgeted for a 3% increase on their base routes. The City is responsible for a prorated share of vehicle replacement match monies. If local government supports MET Fare increases, this property tax subsidy can be reduced.
- C. Hotel/Motel Tax:** Hotel/Motel tax revenues were first received by the City in FY89. In FY22, 50% of revenue is being budgeted to receive. This reduction in revenue was caused by reduced travel due to the COVID-19 pandemic. The following support is proposed for FY22:

Cedar Valley Soccer	\$ 5,000
Cultural Services (17%)	74,370
Parks Project (9%)	39,380
Trail Maintenance & Reserve (5%)	21,870
Park & Rec Capital Projects (3.5%)	15,310
Tourism & Visitor Board (50%)	218,750
Tourism & Visitor Office Repayment (2.5%)	10,940
Tourism & Visitor Administration	12,500
Tourism Grant Fund (9%)	39,380
<b>Total</b>	<u>\$ 437,500</u>

The Tourism Marketing Fund was added as a new line item for FY05. This is funded as part of the 50% allocation to tourism and visitors. The Visitor’s and Tourism Board accepts applications for this fund and recommends allocation amounts based on the applicant’s ability to promote local business districts or provide tourism and overnight stays in the community. The City Council annually authorizes the total funding amount and Visitors and Tourism Board recommends the agencies to be funded during the fiscal year.

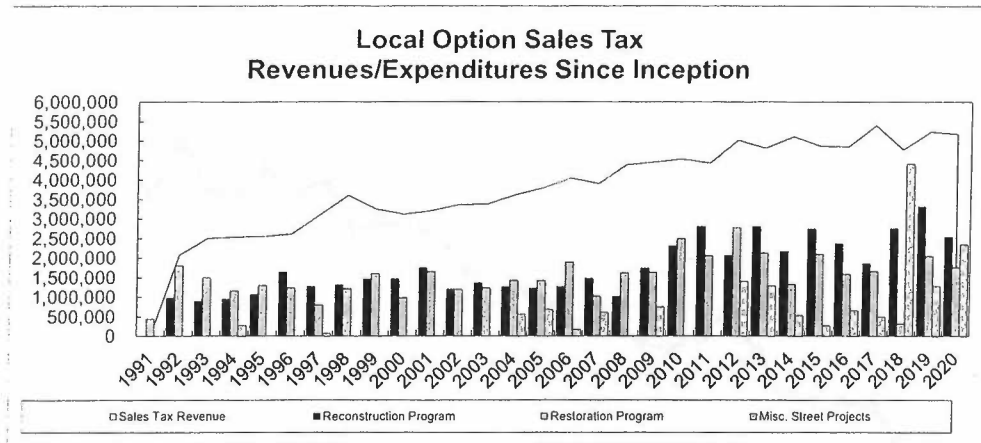
To ensure that the City does not expend more funds than those collected in revenues, the year-ending total transfer to the Visitors and Tourism Services Division cannot exceed fifty percent (50%) of the total revenues paid to the City annually by the State of Iowa. Additionally, if revenue shortfalls in Hotel/Motel taxes occur, the above agencies will be reduced on a prorated basis to offset the loss in projected income. As additional funds are received, those funds will be used for capital projects related to Visitors and Tourism, including monument, entrance, or wayfinding signage.



**D. Street Repair:** Committed for street repair and improvements in FY21 are:

Resurfacing & Reconstruction (Sales Tax & RUT)	\$	3,150,000
Seal Coat (Sales Tax)		100,000
Greenhill Road/South Main (Sales Tax)		1,352,000
Main Street (RUT)		200,000
West 1 <sup>st</sup> Street (Sales Tax)		5,636,555
Cedar Heights Dr. Reconstruction(RUT & Sales Tax)		1,005,000
West 27 <sup>th</sup> St. (RUT & Sales Tax)		3,400,000
Asphalt Alley Parking (RUT)		<u>225,000</u>
		15,068,555

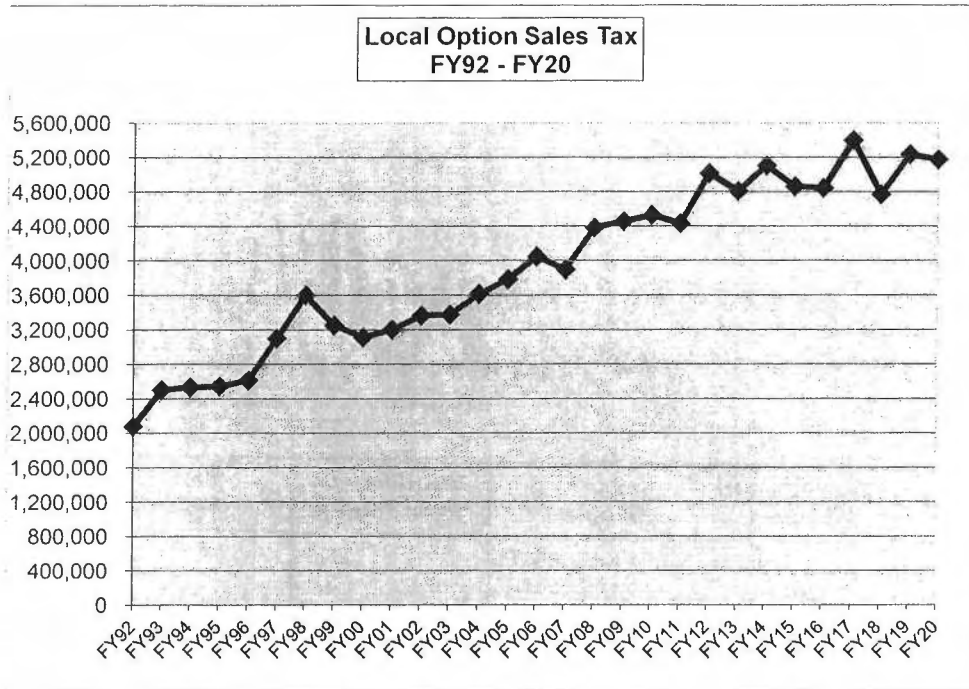
local



Fiscal Year	Reconstruction Program	Restoration Program	Miscellaneous Street Projects	Sales Tax Revenues
1991	\$0.00	\$437,684.89	\$0.00	\$0.00
1992	979,784.55	1,804,045.18	0.00	2,078,962.00
1993	897,301.04	1,500,348.56	0.00	2,500,578.00
1994	943,792.61	1,151,813.85	273,583.56	2,530,151.00
1995	1,057,097.99	1,291,159.42	0.00	2,544,855.00
1996	1,636,877.73	1,233,942.88	17,576.42	2,613,489.00
1997	1,267,582.42	791,121.28	68,291.62	3,101,207.00
1998	1,316,441.73	1,209,222.58	3,508.38	3,601,487.00
1999	1,454,211.58	1,597,517.54	2,950.00	3,251,023.00
2000	1,462,034.07	972,462.02	0.00	3,113,084.00
2001	1,743,509.14	1,642,681.15	0.00	3,204,731.32
2002	1,198,758.40	1,191,231.11	0.00	3,364,204.32
2003	1,355,115.00	1,221,738.00	0.00	3,375,434.38
2004	1,260,719.01	1,425,492.75	561,260.85	3,614,243.58
2005	1,218,793.00	1,412,145.00	685,644.00	3,785,419.87
2006	1,265,249.62	1,883,783.41	169,503.91	4,046,618.24
2007	1,468,344.00	1,013,987.00	606,931.00	3,898,529.00
2008	1,007,368.57	1,614,104.93	7,261.29	4,383,127.21
2009	1,735,277.04	1,632,419.24	752,152.79	4,456,510.20
2010	2,302,845.33	2,492,333.38	0.00	4,527,385.00
2011	2,802,270.22	2,050,977.39	0.00	4,430,823.00
2012	2,055,765.31	2,770,278.82	1,401,918.53	5,016,803.00
2013	2,802,577.52	2,124,936.73	1,285,193.78	4,810,986.34
2014	2,167,498.93	1,323,339.63	531,413.37	5,105,214.00
2015	2,748,003.24	2,093,647.69	273,554.83	4,860,829.00
2016	2,362,387.24	1,576,358.99	655,932.18	4,844,321.00
2017	1,853,400.60	1,653,842.02	496,426.69	5,397,376.00
2018	2,756,213.23	318,198.33	4,411,782.88	4,770,023.00
2019	3,305,708.30	2,042,702.19	1,276,411.32	5,231,771.00
2020	2,539,081.88	1,754,339.00	2,343,142.14	5,174,075.00
<b>Total</b>	<b>\$50,964,009.30</b>	<b>\$45,227,854.96</b>	<b>\$15,824,439.54</b>	<b>\$113,633,260.46</b>

Over the past twenty-eight years, the Street Repair program has expended \$112,016,304 and has received local option sales tax revenue of \$113,633,260. This results in a balance that allows the program to completely cashflow itself. In FY22 reserve funds will be used to finance larger projects, including West 1st Street.

local



Fiscal Year	Total	Percentage Change
FY92	2,078,962	
FY93	2,500,578	20.28%
FY94	2,530,151	1.18%
FY95	2,544,855	0.58%
FY96	2,613,489	2.70%
FY97	3,101,207	18.66%
FY98	3,601,487	16.13%
FY99	3,251,023	-9.73%
FY00	3,113,084	-4.24%
FY01	3,204,731	2.94%
FY02	3,364,204	4.98%
FY03	3,375,434	0.33%
FY04	3,614,244	7.07%
FY05	3,785,420	4.74%
FY06	4,046,618	6.90%
FY07	3,898,529	-3.66%
FY08	4,383,127	12.43%
FY09	4,456,510	1.67%
FY10	4,527,385	1.59%
FY11	4,430,823	-2.13%
FY12	5,016,803	13.23%
FY13	4,810,986	-4.10%
FY14	5,105,214	6.12%
FY15	4,860,829	-4.79%
FY16	4,844,321	-0.34%
FY17	5,397,376	11.42%
FY18	4,770,023	-11.62%
FY19	5,231,771	9.68%
FY20	5,174,075	-1.10%

The large increases in FY97 and FY98 are due to correctons and adjustments made by the State of Iowa. Sales Tax revenue for 2017 includes 13 months of payments. The City is budgeted to receive \$5.2 million in FY22.



- E. Mid-year Reductions:** Consistent with past Council recommendations, should revenues be less than projected by mid-fiscal year, all departments and the Library Board will, on a prorated basis, reduce expenditures to offset revenue losses.
- F. Forfeiture Funds:** Police forfeiture funds are budgeted in the FY22 budget to comply with State regulation. These funds are not intended to supplant any existing funding support received by the City and are intended to provide the local match for the grants offering a first priority basis.
- D. Sewer Repair:** In FY22, \$350,000 for sanitary sewer repairs is budgeted to grout, slip line or seal broken lines. This project is partially associated with the street repair program. Another \$30,000 is budgeted for sewer line repairs, \$25,000 for I/I Reduction Project, and \$30,000 for Infrastructure oversizing.
- E. Hospital Trust:** FY99 was the first year that interest revenue from the Sartori Trust was budgeted to pay for community health care concerns. A separate board with City Council oversight reviews the trust and recommends funding to the City Council.
- The trust board has recommended not to fund projects in FY22. The funding amount is derived from a portion of the interest income generated by the trust fund assets. The remaining amount of interest income is retained in the fund to cover the cost of inflation. Since the rate of inflation exceeded the interest income rate, there were not funds available for distribution.
- I. Greater Cedar Valley Alliance:** This partnership's base funding for FY22 is \$22,660. A performance-based commission will be provided to the partnership allowing them to earn up to a maximum of \$20,000 based on the number of jobs and acres of development they generate for Cedar Falls. If this request is granted, the funds will come from the contingency line item or through the budget amendment process.
- J. Outside Levies:** Outside levies for special services are allowed by Iowa statute but only after referendum. The referendum must be held in a municipal election, which would be in November 2021. The City Council will consider whether to place these levies on the ballot in August 2021 and whether they will be used to free up funds within the \$8.10 limit to support essential service. Revenues for these levies will not be available until FY23 if approved. (The levies can support cultural, civic, musical and memorial buildings and services.)
- In November 2005, the voters did approve the \$.27 library levy. These revenues are included starting in FY07. This levy increased the taxes paid by a residential home by 1% for FY07 and for future years.
- K. Unfunded Mandates:** The State of Iowa continues to deny the City funds to support programs and laws mandated by State Statute. Laws include the 411 pensions, rollback and collective bargaining arbitration, which have hindered

the City's financial ability to deal with the needs of essential services. Listed below is an estimate of unfunded mandates for FY22.

**State Unfunded Mandates**

<b>Description</b>	<b>Estimated Amount</b>
411 Pension	\$ 1,699,310
IPERS	1,231,630
Human Rights Commission	1,500
Civil Service Commission	2,500
Pre-employment Physicals	45,000
Post-employment Physicals	50,000
Drug Testing	3,400
Sales Tax on sports, pools, rec center admissions (Tax not imposed on non-profits like YMCA)	50,000
Inspection of municipal pools	2,000
Official Printing/Publication of minutes, notices, bills, etc.	25,000
Police in-service training	15,000
ILEA certification (\$13,000 per new officer)	13,000
	<u>\$ 3,138,340</u>

Additional items that are mandated, but difficult to attach a cost to:

- Collective bargaining process
- Increase in liability insurance due to lack of immunity
- State required reduce amount taken to landfill by Waste Reduction Act (Recycling, Yard Waste, etc)
- Civil Service testing process for new hires
- Stormwater requirements

**L. Consolidated Dispatch:** Consolidated dispatch expenses have increased from \$394,450 in FY21 to \$486,310 in FY22. This is an increase of 23.3%, which in part was due to a change in the formula. The formula was changed for FY22 to be based on 20% population and 80% calls for service. The formula before was a 10%/90% split. In FY96 the cost was \$176,000. This is an increase of over 176% in twenty six years. In the long term, centralized political control by a single legislative body will be critical to long-term cost effective management. If the County takes over operation, all costs could be part of the county tax levy freeing critical \$8.10 funds for other City operated police and fire services.

FY99 through FY22, the Fire Department's share of consolidated dispatch expenses is included in their budget to assure allocation to University of Northern Iowa.

The Police and Fire departments will have on-going negotiations with UNI and the Iowa Department of Public Safety to determine if a dispatch system can be shared with these entities and the City at a lower cost. In addition, calculations need to be made to determine if the RACOM contract benefits the metro area, or if it is more cost effective to purchase our own system instead of paying RACOM an annual fee.

- M. Governmental Accounting Standards Board Statement Number 68:** The objective of this statement is to improve information provided by state and local governmental employers about financial support for pensions that are provided by other entities (IPERS and 411 Pension).
- N. Self Supporting Municipal Improvement District (SSMID):** The FY02 budget showed a reduction in the SSMID revenue received by the City that supports Community Main Street. This reduction is due to a change in the application by Black Hawk County of the Downtown TIF District that overlaps the SSMID District. However, the City will reimburse Community Main Street for the loss of funds caused by the exclusion of the TIF increment from the Downtown TIF revenues. This reimbursement qualifies as a TIF expense and therefore is allowed. As State Street develops, the City Council may consider reevaluating this policy of reimbursing Community Main Street the full TIF increment in the SSMID district. A SSMID district was created in 2015 for the College Hill area to pay for a staff position as requested.
- O. Storm Water Enterprise Fund:** Ordinances were approved in FY06 for the creation of a Storm Water Enterprise Fund. Fees were established in FY07 to support the federally mandated testing, monitoring and protection of surface water discharges within the City and a new fund was created starting in FY07.
- P. Library:** The Library budget was increased from the FY06 allocation of \$1,049,060 to \$1,221,810 (16.5% increase) in FY07. This increase was primarily due to the passage of the library levy. Approximately \$107,000 of the levy was used for additional material and services at the library. The remaining amount of the levy was used toward costs for existing staff, materials, and support services. The library levy used for new materials and services increased the taxes paid on a \$100,000 residential home by approximately 1%.

Included in the base budget is the \$900,000 for the Friends and Endowment Fund. Included in the FY22 \$2,321,340 library allocation is \$226,720 of other costs. These costs are for services provided to the library by other departments (\$25,000 for data processing; \$14,910 for insurance; \$148,280 for administrative/legal services; and \$38,530 for building maintenance.) Not included in the library budget is the cost of snow removal and grounds maintenance at the library site. Debt service to build the new library is also not included in the budget. If these costs were included, it would add an additional



\$300,000 annually to the library budget. This would add an additional \$.30/\$1,000 valuation directly attributable to the library budget.

The Library Board is encouraged to continue seeking private donations and financial support from the “Friends of the Library” to help meet additional financial needs necessary to retain accreditation if that is a priority that directly benefits patrons.

- Q. Cedar Falls Utilities:** The transfer into the General Fund from the Cedar Falls Utilities (CFU) is budgeted at \$1,500,000 for FY22. CFU recognizes that the amount of the transfer needs to be equitable based on franchise fees and property taxes not paid, including recognizing that the City is reimbursing CFU for eligible TIF expenses. Beginning in FY15, CFU began transferring additional funds to the City to be set aside in a Capital Projects Fund.
- R. Code Enforcement:** The City Council in their goal setting session determined that stricter code enforcement would be a priority for them. Starting FY06, an additional police officer was hired that devoted 100% of his time to code enforcement. However, in FY20 a civilian position was budgeted to perform code enforcement duties. Each year additional legal fees are budgeted to process cases developed by the new officer.
- S. Storm Water Projects:** In developing the Capital Improvement Plan (CIP), storm water projects continued to be incorporated. Consideration will also be given to developing a policy and practice that encourages and actively suggests new developments to restrict construction in the sensitive land areas.
- T. Land Acquisition:** The City continues to purchase parkland to improve the quality of life services and neighborhood facilities.
- U. Cooperative Partnerships:** In FY22 and future years, the City will be involved in many cooperative projects with other agencies within the Cedar Falls community and metro area. The projects include the following:
- Sartori Hospital and Covenant Health Systems – The City will be working with these health providers to create a new hospital in Cedar Falls. A new development agreement will be negotiated that includes an option for the current Sartori Hospital site. The City also worked with them on additional land at the current ESB site for the Public Safety building.
  - Consolidated Dispatch – The Public Safety Department will continue to review ways that provide dispatch at the lowest cost. This may include moving from the metro wide consolidated dispatch to a consolidated dispatch with the University of Northern Iowa. The Police Department will also be working with the University in considering shared police services.
  - Haz Mat – The City maintained a self-funded reserve to cover the City’s liability associated with the current Haz Mat response system. The NIRG

28E agreement currently covers the City of Cedar Falls by Black Hawk County participation with the City paying Black Hawk County directly.

- Facility Sharing – The Public Works Department works with Black Hawk County for shared storage space for road vehicles and shared office space.

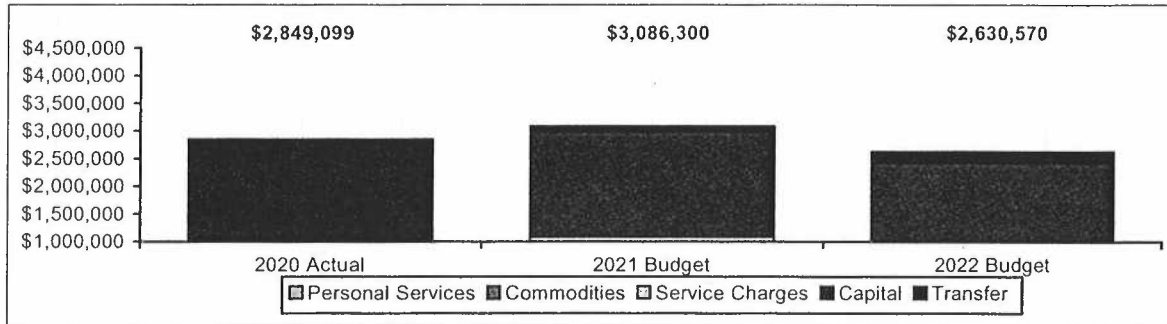




**FY22 BUDGET HIGHLIGHTS BY DIVISION**

**General Fund**

**A. Administrative/Legislative/Miscellaneous**



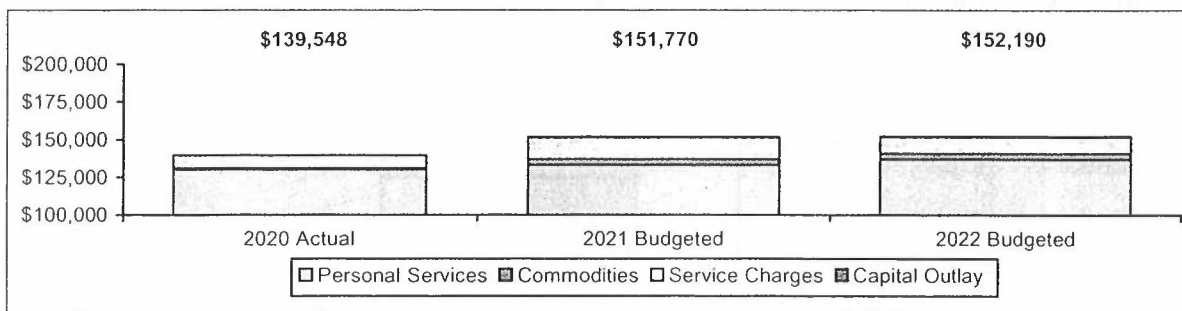
Included in this budget is the reserving of funds to be spent on upcoming capital projects. The Council continues in FY22 to prioritize setting aside funds to finance one-time projects. The Council also decided to continue to set aside the TIF release dollars for future economic development. \$40,000 is budgeted for the municipal election.

The transit levy will be transferred to MET and is broken into three categories: (1) MET fixed route; (2) Cedar Falls Disabled and; (3) Elderly (RTC). A 3.00% increase is budgeted for the base funding to MET for FY22. The City has an obligation of \$16,430 to be devoted toward MET vehicle replacement. It is deposited annually in the "City's" capital account for vehicle replacement when requested by MET.

An ongoing grant to support a portion of the salary and benefits for one Police Officer devoted to drug enforcement (Tri-County Drug Task Force) is provided.

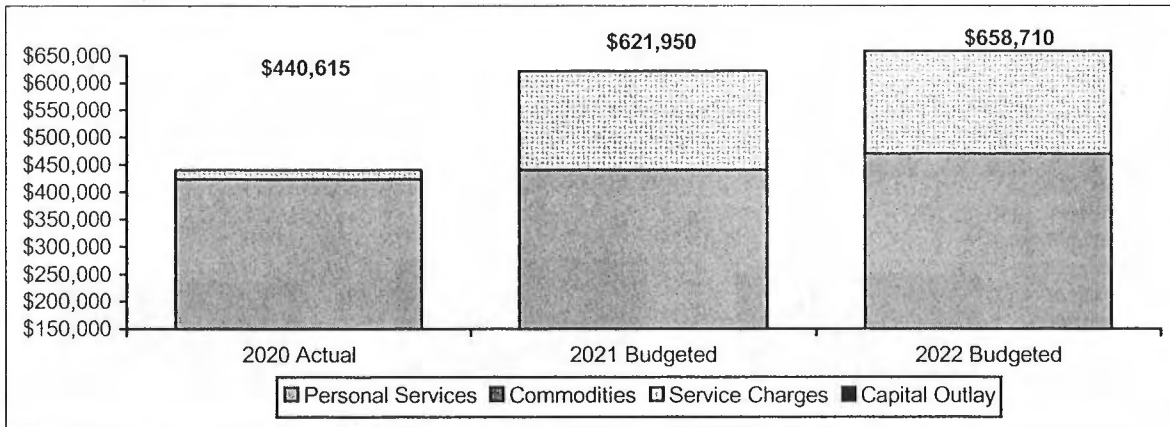
Portions of this budget have been transferred to the Enterprise Funds for revenue purposes. A debt service payment will be budgeted again in FY22 out of the \$8.10 levy in an effort to keep the debt service levy as low as possible.

**B. Mayor's Office**



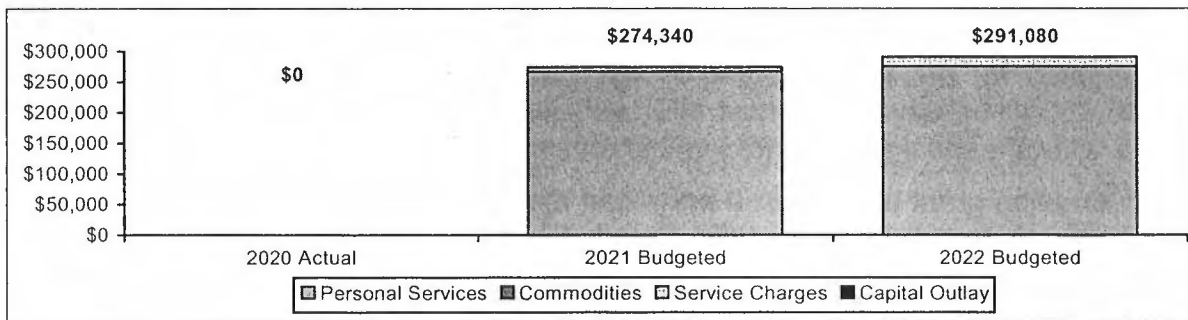
Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

**C. City Administrator**



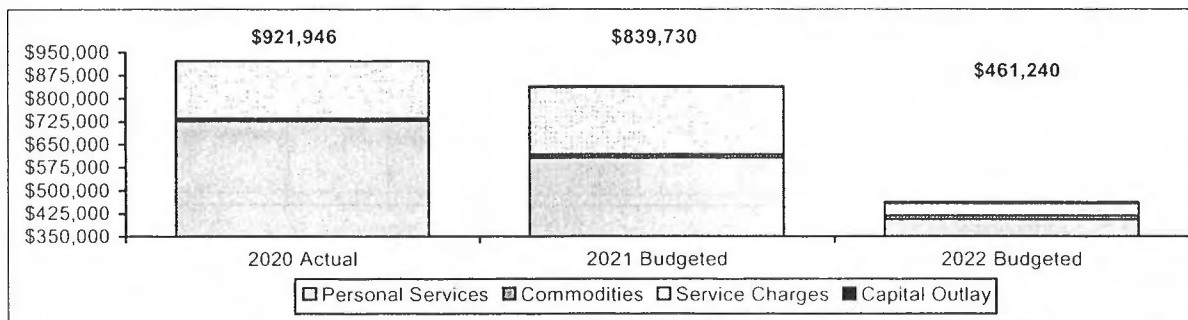
This budget reflects adjustments for employee benefit and salary adjustments set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

**D. Finance & Business Operations/Administration**



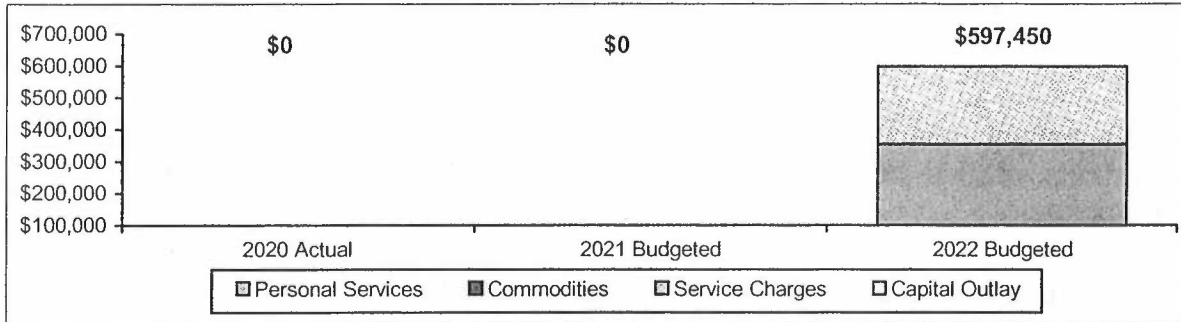
This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. The director is budgeted 100% in this division.

**E. Finance & Business Operations/Financial Services**



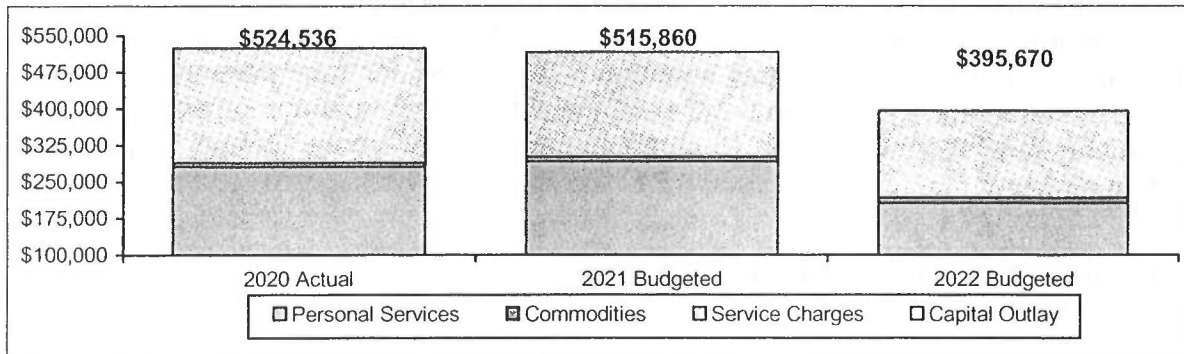
This budget reflects adjustments in salaries and benefits set by the City Council. A new Human Resource Division was created in FY21. Therefore, there are portions of this budget that have been transferred to that new division. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

**F. Finance & Business Operations/Human Resources**



This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. This new division was created in FY21. Personnel budgeted in this division are the Human Resources Manager and the two personnel specialists. \$25,000 is budgeted for a tuition assistance program.

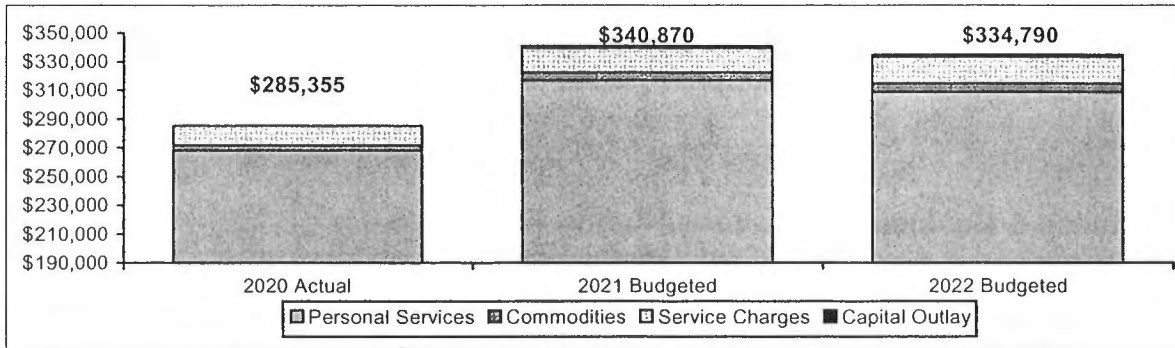
**G. Finance & Business Operations/Legal Services**



This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. A new Human Resource Division was created in FY21. Therefore, there are portions of this budget that have been transferred to that new division.

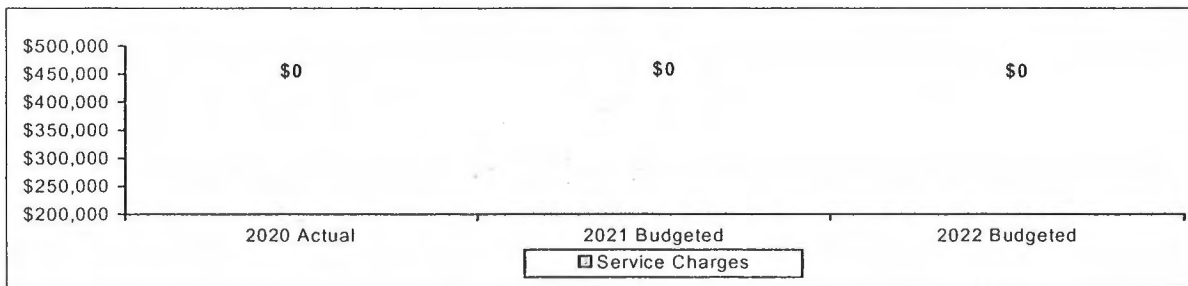


**H. Finance & Business Operations/Public Records**



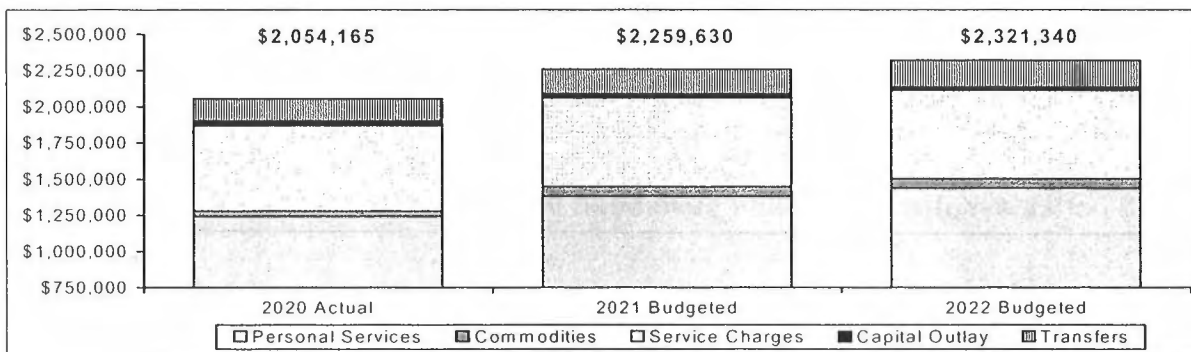
This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

**I. Finance & Business Operations/Street Lighting**



Street lighting costs have been transferred to Cedar Falls Utilities as of January, 2016. A separate line item is displayed on the customer billings to note the fee that is being charged specifically for street lighting. This allows for transparency for the costs of providing street lighting and will also provide for tax-exempt property, including the University of Northern Iowa, to share in the costs of street lighting that those entities benefit from.

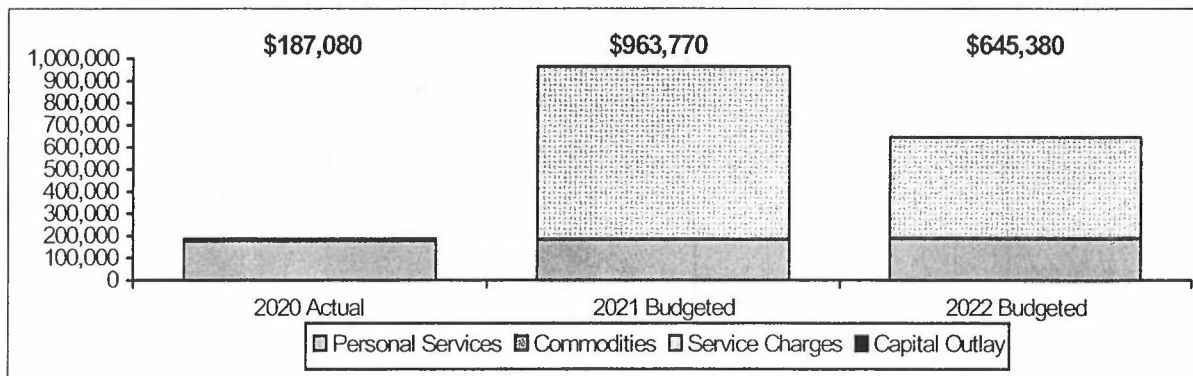
**J. Finance & Business Operations/Library**



Increases in the Library budget are related to salaries and benefits set by the Library Board. During FY06, the citizens of Cedar Falls approved the \$.27 library levy. This levy will generate approximately \$530,350 for FY22. Normally, one-half of the levy is used to fund increased materials for the library and some staffing and technical costs related to the purchasing and handling of the new materials. The remaining portion of the levy is used for property tax relief by effectively reducing a portion of the property taxes paid to support library operations prior to the implementation of the tax. Other city divisions support the library with services provided through their operations such as building maintenance, capital repairs, snow removal, janitorial, personnel policies, payroll, financial services, legal services, and computer operations that are not included in the library budget.

During the FY05 audit, the auditors noted that costs paid for by the Library endowment funds or the Friends of the Library group for the support of the Library should be included in the City's budget. The City would pay for these expenses, with the corresponding agency reimbursing the City. In an effort to provide for this, \$90,000 is being budgeted for expenses with an offsetting revenue source from the Friends/Endowment of the Library being included in the General Fund revenues in FY22.

**K. Community Development/Administration**



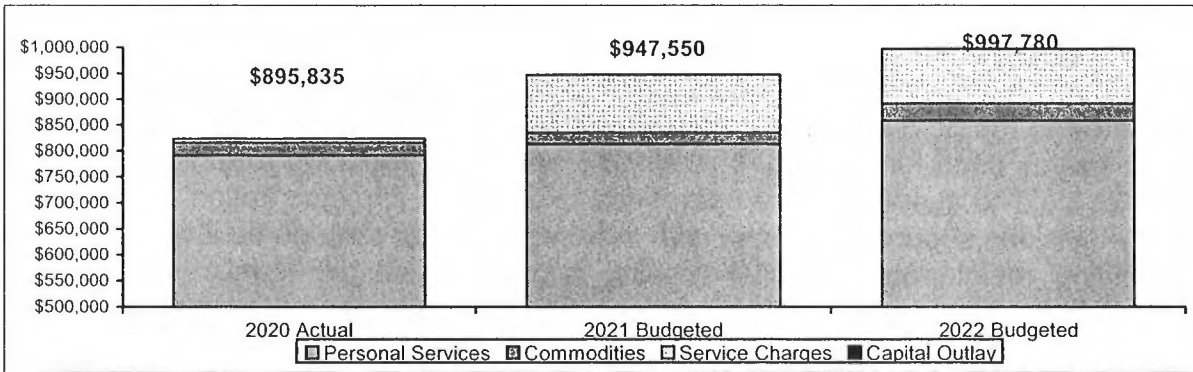
This budget reflects adjustments in salaries and benefits set by the City Council. With reorganization, the various hotel/motel projects were moved to this division.

Included in this budget are some of the projects funded by Hotel/Motel tax proceeds. Projects for FY22 include:

1. The Cedar Valley Soccer is at \$5,000 for FY22.
2. Funding for the trail maintenance and the reserve account are \$21,870 in FY22.
3. The tourism building expansion line item is budgeted at \$10,940 for FY22. The Tourism Building will be paid off by 2030.
4. \$39,380 is budgeted in FY22 from the Tourism Fund. This fund will provide support to outside agencies that apply through the Visitors & Tourism Division for operating or marketing grants.

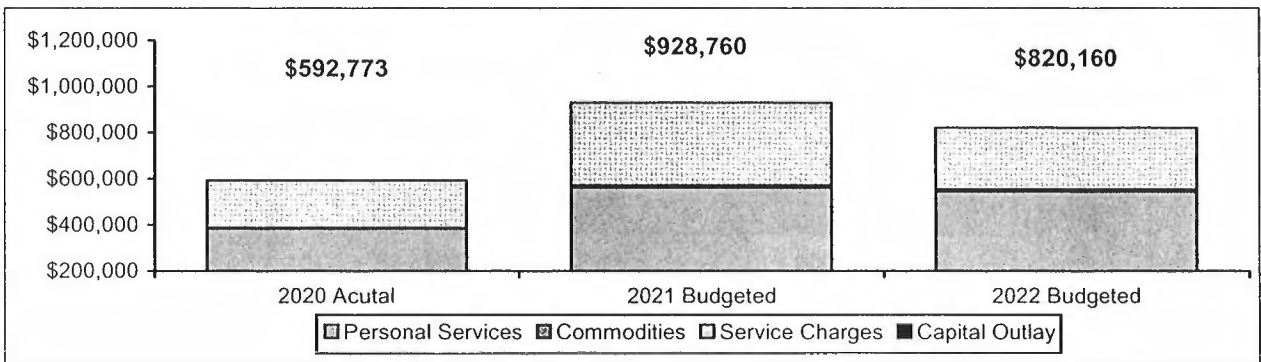
Also included in this budget is \$67,500 to support the Community Center operations.

**L. Community Development/Inspection Services**



This Division’s budget is subject to occasional over-expenditure created by increased building inspection demands from new construction in the City. Adjustments are made through the budget amendment process during the months of April and May and increased inspection fees are used to cover the increased expenditures. Full-time and part-time inspectors are still budgeted in FY22 to help with increased activity during the construction months.

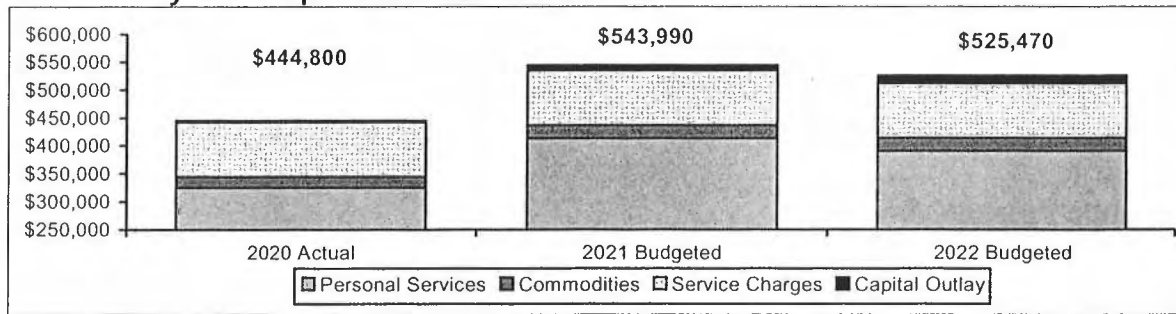
**M. Community Development/Planning & Community Services**



Adjustments to this budget relate to salary and benefits set by the City Council. \$100,000 is budgeted in FY22 to update the Zoning ordinance. One third of the INRCOG membership dues have been budgeted since FY01 from the Road Use Tax Funds. This transfer is justified by the City’s required participation in the MPO to obtain federal and state roadway improvement funds.

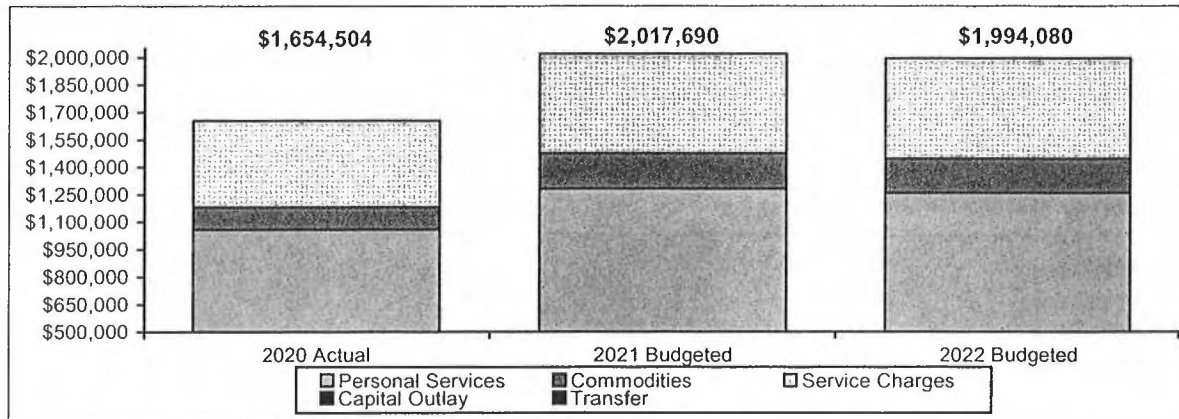


**N. Community Development/Cultural Services**



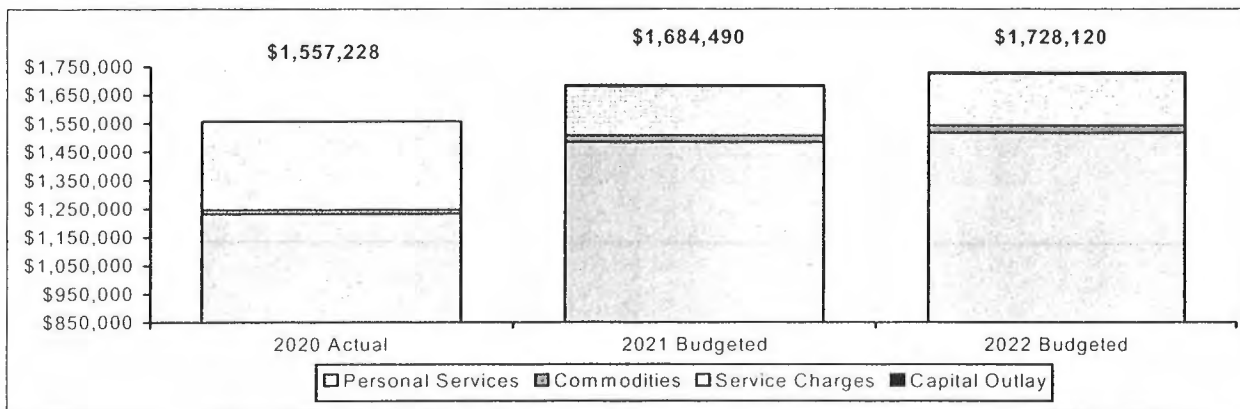
Adjustments to this budget relate to salary and benefits set by the City Council. In FY21, additional part-time staff was budgeted, however, it was determined that this position would not be filled and was removed from the FY22 budget.

**O. Community Development/Recreation Services**



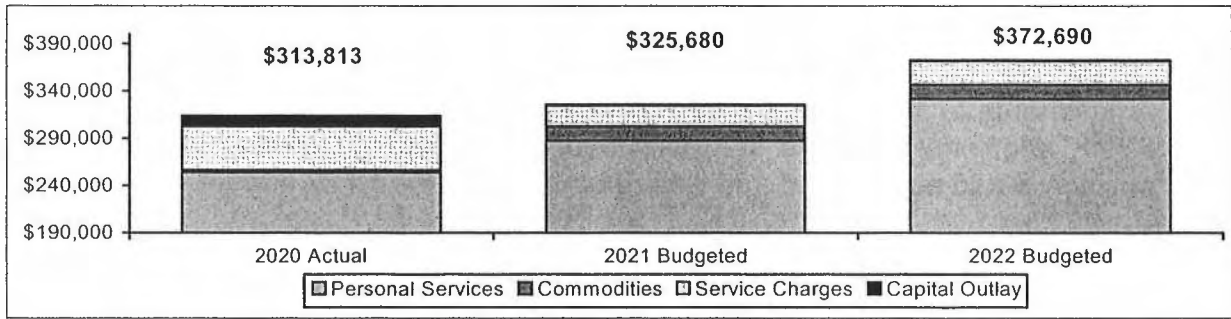
In FY16, the part-time aquatics/rec supervisor position was upgraded to a full-time position due to the anticipated retirement of the recreation manager. Excess revenues generated each pool season from the Aquatic Center are set aside in a capital reserve account to assist with the financing of future maintenance and improvements.

**P. Public Works/Engineering Services**



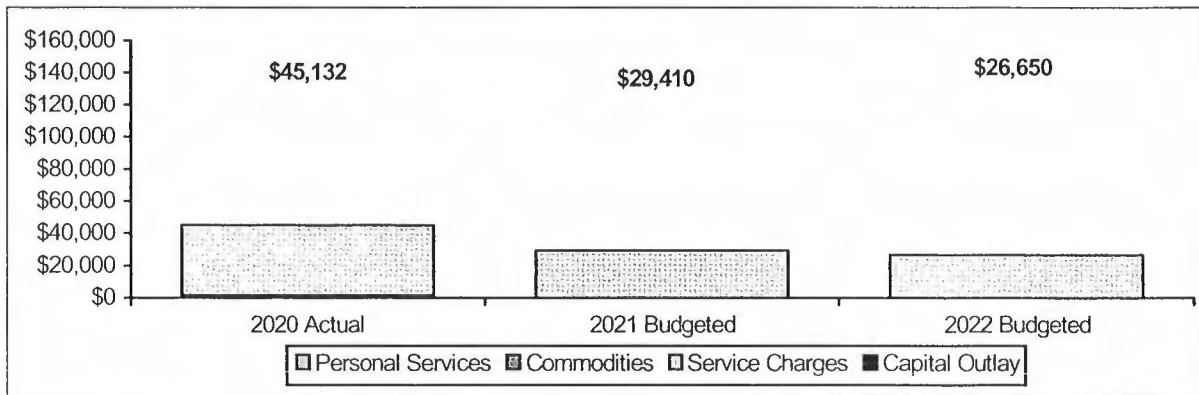
Project design reimbursements to the General Fund are made from General Obligation bond projects and enterprise accounts. A transfer of engineering design, inspection, and overhead costs are not made unless necessary since the transfer depletes bond funds available to construct projects. 33% of the Public Works Director’s salary is in Engineering and the remainder is budgeted in the Public Works divisions.

**Q. Public Works/Cemetery**



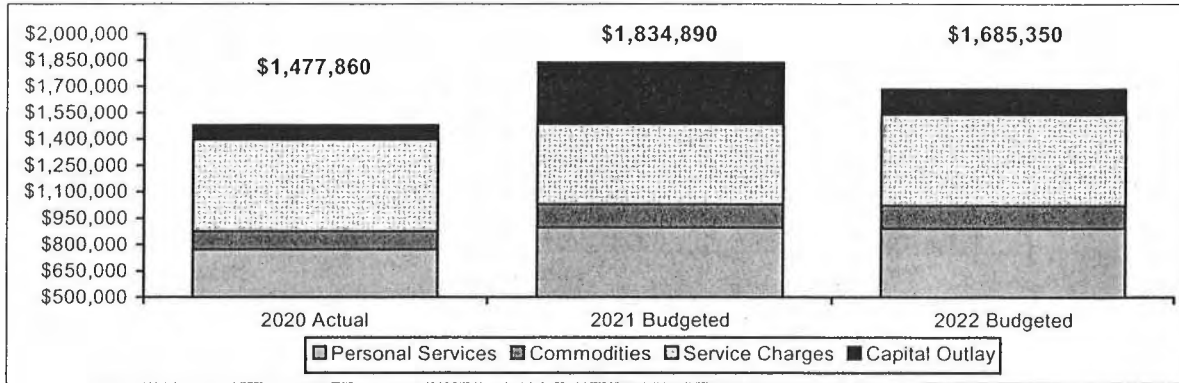
Increases in this budget is due to moving two part-time positions to one full-time position. One of the part-time positions was in Cemetery and the other was in the Parks section.

**R. Public Works/Golf**



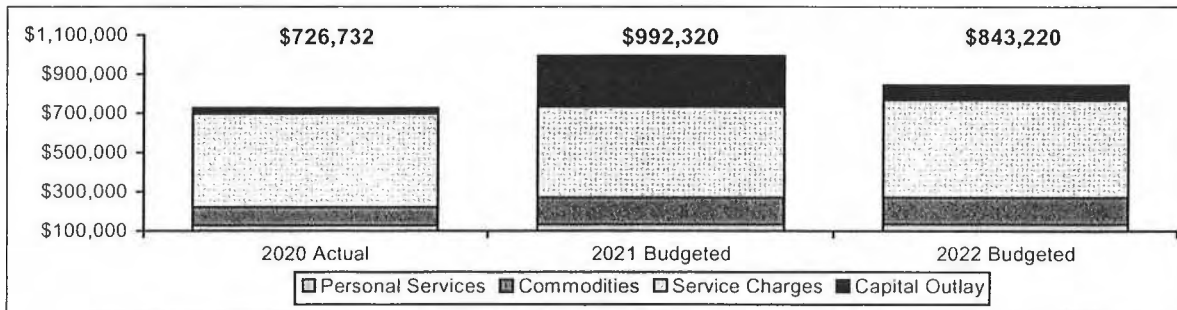
During FY17, the City analyzed if there is a more cost effective way to run the golf course and decided to privatize the operation. There is a small amount of services & charges being budgeted for FY22.

S. Public Works/Parks



During FY13, several portions of the park operations were moved to the new Public Works Complex. This includes the maintenance of parks equipment. Those employees are now funded under the Vehicle Maintenance budget and all repairs and service to parks equipment is done in one centralized maintenance area. The use of Hotel/Motel Tax funding for capital improvements to the parks is continued in FY21. If the commercial rollback state backfill funding is eliminated, the City Council may need to pay operating costs from these proceeds in FY23 and FY24.

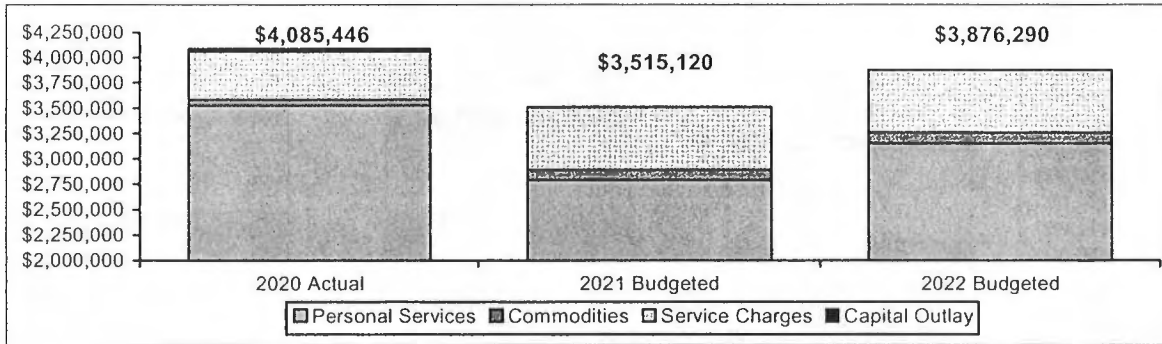
T. Public Works/Public Buildings



Included in this budget is \$50,000 for items related to the implementation of the resilience plan, \$12,000 for door replacement at the Library, and \$15,000 for siren replacement.



**U. Public Safety Services: Fire**

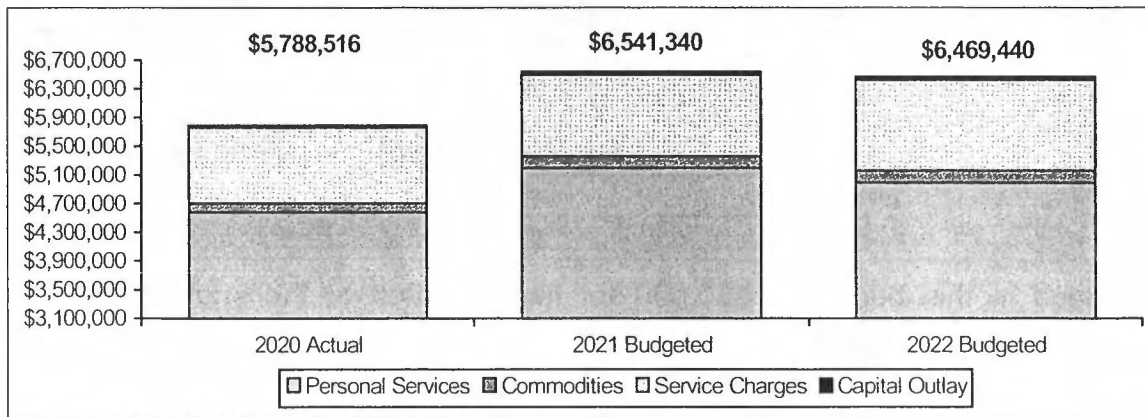


In FY12, EMA costs were transferred from the police budget to the fire budget. The City utilized the EMA levy for the first time in FY13. The EMA levy will continue to be utilized in FY22 for both EMA costs and consolidated dispatch.

Since FY09, money has been budgeted for the city’s contribution to NIRG (Northeast Iowa Response Group). This amount for FY22 is \$19,630.

One of the Chief’s goals is to lower traditionally high overtime costs. Paid-on-call (POC) employees and Public Safety Officers (PSO’s) can help with this goal. POC’s and PSO’s are available to respond to fire incidents during their normal work shift. During the Council’s FY18, FY19, FY20, FY21 and FY22 goal setting sessions they decided to make the PSO model a priority for Public Safety.

**V. Public Safety Services: Police**

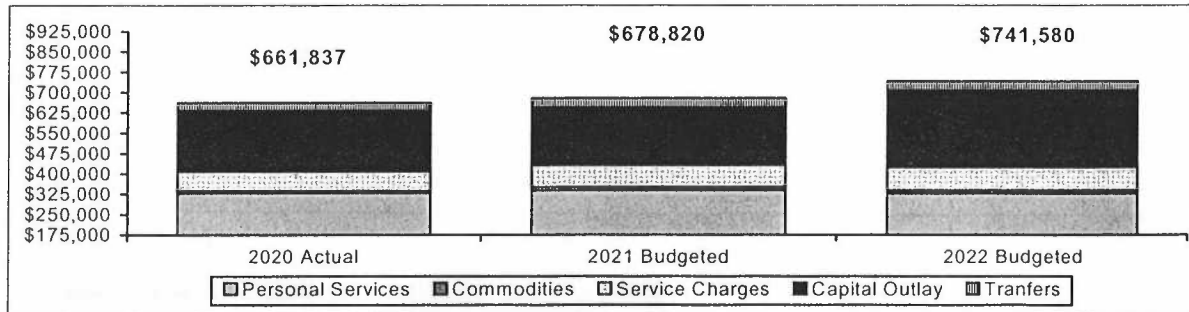


\* Includes Police forfeiture expenditures. These are not regular operating budget expenditures. They are included to comply with State budget requirements.

Included in this budget, is the City’s allocated share for the Humane Society. The amount budgeted for FY22 is \$123,000. The City is now working with the City of Waterloo to provide these animal control services.

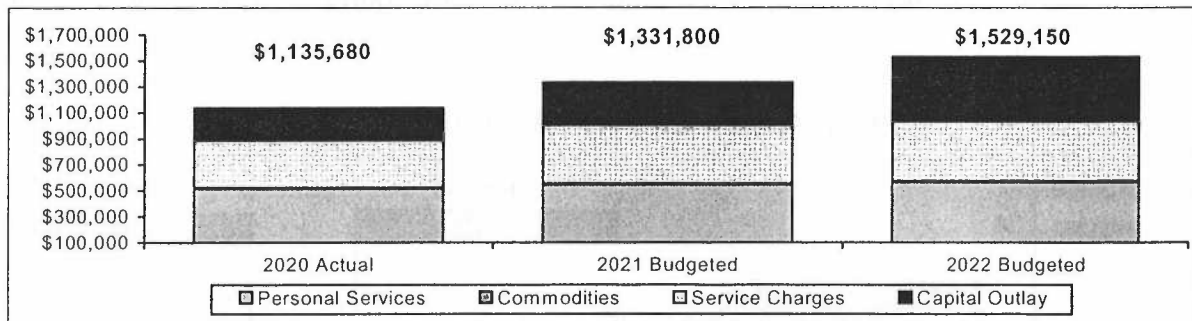
The new public safety building was operational in July, 2019. Capital costs budgeted in FY22 are for ballistic vests, lab & investigation equipment, and weapons.

**CABLE TELEVISION FUND**



Studio Improvements were done in FY20. \$230,000 is being budgeted for equipment upgrades and a video switch, and \$55,000 for a video server. This budget is 100 percent financed with proceeds generated through cable service franchise fees or funds supplemented by Cedar Falls Utilities. The Public Information account has been continued and is intended to expand cable coverage of local government issues. As of January 2009, Public Educational Governmental (PEG) access fees have been eliminated in accordance with Iowa law. However, Cedar Falls Utilities will continue to fund PEG access fees at the current level.

**DATA PROCESSING FUND**

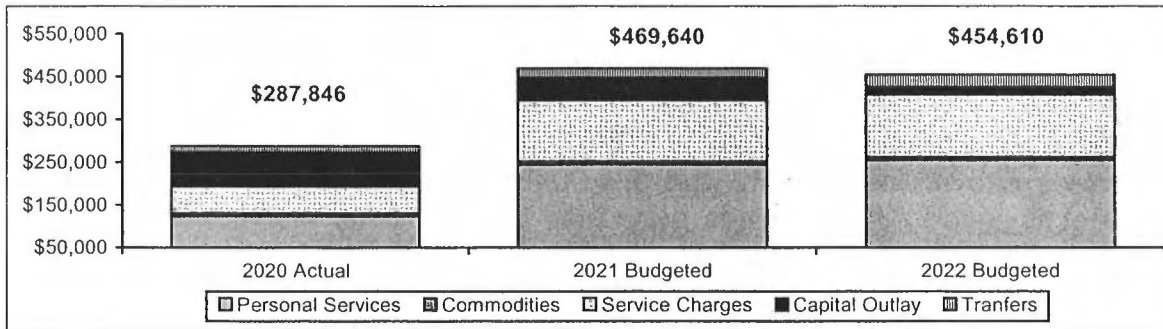


This division continues to install additional equipment and replace dated software with more advanced systems, providing the informational and technological improvements required by each department. The scope of services has expanded to include providing support to the Police Division, which had been supported by a PD staff person, expanding network access, implementing wireless network access in several locations, installing cameras in designated public areas, installation and support of mobile devices, and implementation of real-time services, i.e. those that provide an immediate service to the citizen or employee, such as point of sale systems, mobile data computers, document storage and retrieval, registration and Internet services.

CJIS expenses are levied in the General Fund in the Police Department budget and transferred to Data Processing for payment. The Police Department receives numerous hardware and software improvements from CJIS and forfeiture funds, which are not visible in the Police Department or Data Processing Division budgets.

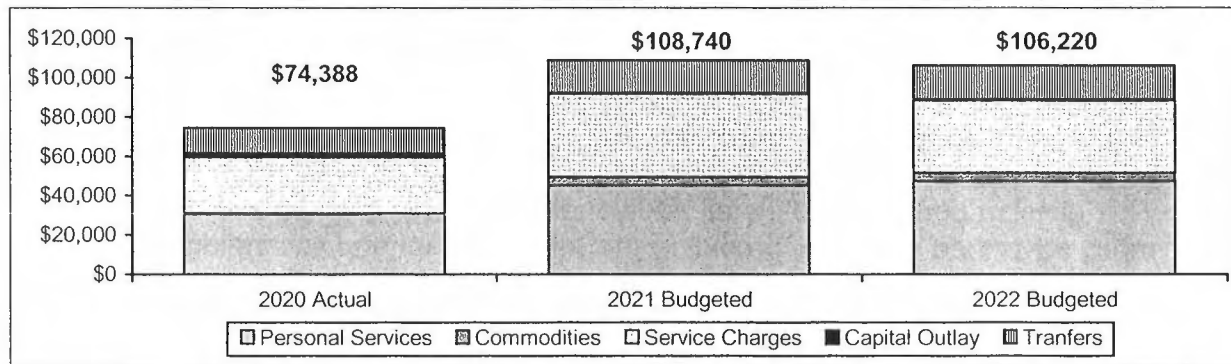
For FY22, \$140,000 is budgeted for network upgrades and computer installations. \$15,000 is budgeted for GIS in accordance with City Council priorities and \$20,000 for penetration testing. Additionally \$200,000 is budgeted in FY22 for a new financial system.

**PARKING FUND**



During FY19 parking studies were completed for the Downtown and College Hill areas. During these studies, the consultant came back with various recommendations. As part of these recommendations increase parking enforcement personnel are included in FY21 and FY22 as well as a new Parking Supervisor. The City will need to continue to evaluate parking needs and if additional paid for parking areas need to be added.

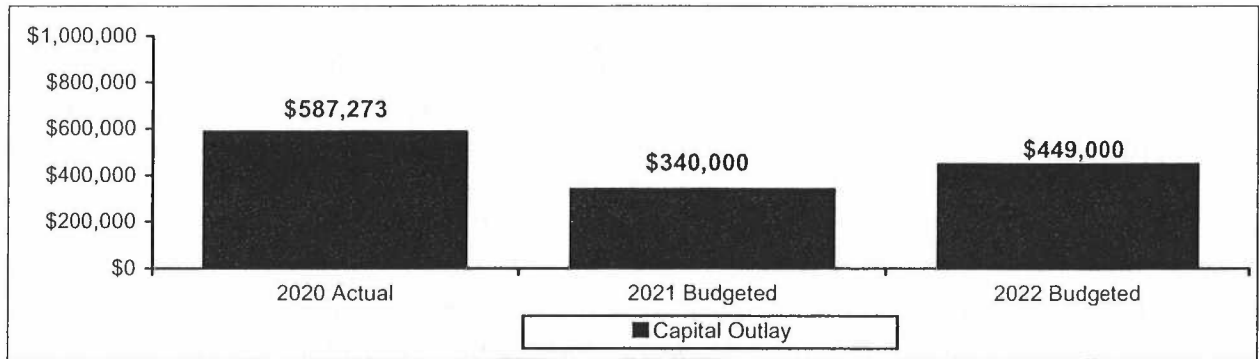
**COMMUNITY CENTER AND SENIOR SERVICES**



During negotiations for the development of a new library site, it was determined that the joining of the existing library site and the Community Center was a feasible option. The two organizations built one large building to house both of their operations. In connection with this, the Community Center has become a division of the City and oversight is the responsibility of the Library. Starting in FY09, general fund dollars subsidized this division and will continue in FY22. The operations of this division will need to be reviewed to determine options that are available for funding this service.

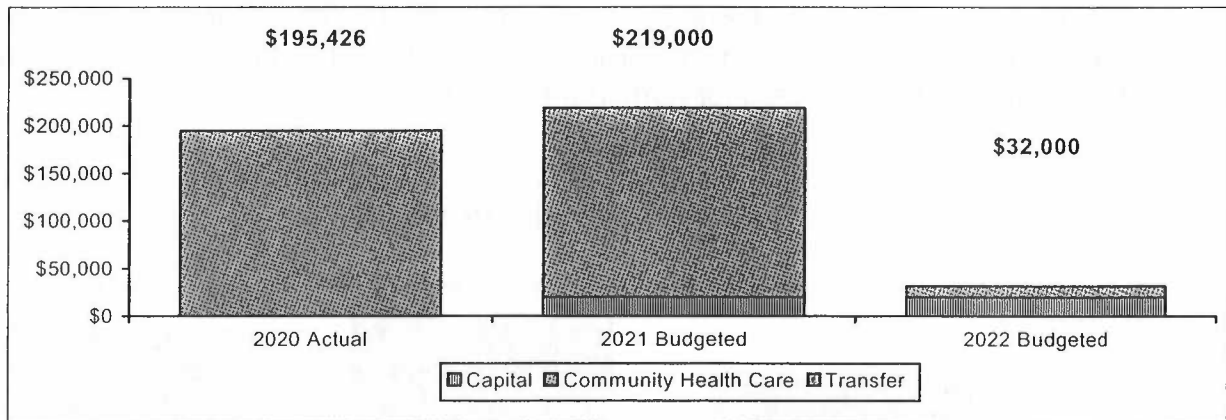


### VEHICLE REPLACEMENT



This account was a new section in FY98, which is intended to separate the capital acquisition of vehicles from the maintenance account. This action is necessary because all departments and divisions accrue funds to this account and make acquisitions from it.

### HOSPITAL FUND



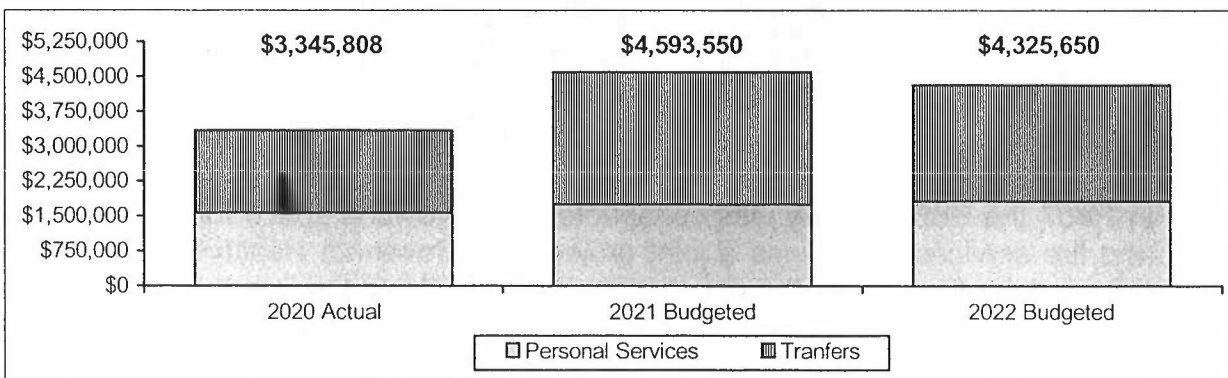
In FY07 the ESB building was constructed that provided space for ambulance, police and fire services. This was a joint project with Covenant Health Systems. The City provided the funding for the construction of the building through the Health Trust cash reserves. In FY18, the City worked with Covenant to purchase more land at this site for the new public safety building. Construction of the building began in the spring of 2018 and was completed in July 2019.

As of January 1, 1997, the Sartori Hospital operations were sold to Covenant Health Systems and a trust fund was established. By policy the City has chosen to expend only the earnings off of the investment and not the investment itself. The Cedar Falls Health Trust Fund Board oversees the trust fund and this budget addresses proposals for funding that the Board recommends to the City Council. The funding amounts provided are intended to be grants to these various organizations. Therefore, the City will not retain ownership or maintenance obligations relating to any capital items purchased by the receiving organizations. In FY22, there are no projects being recommended for funding due to the low interest rates.

The City will continue to lease the land and buildings associated with the Hospital. Professional office expansions were completed at Sartori at the expense of the Covenant Health Systems. These capital improvements become the property of the City once the lease expires. If a new hospital is built in Cedar Falls, the City will negotiate a new agreement with Sartori. The City will also have to consider options for the current Sartori site. Payments out of the Health Trust Fund as part of this agreement are not included in the FY22 budget since the terms of the agreement are still under negotiation.

In February 2001, the City acquired 388 acres of farmland through the Belz Trust. This trust was originally controlled by Sartori Memorial Hospital. A portion of the farmland is being rented by the Sewer Fund for the disposal of biosolids. The remaining acres are rented out for tillable farmland. The lease income and the property taxes associated with this property are reflected in the current year budget. In FY22, \$20,000 is budgeted for farm improvements.

**TRUST AND AGENCY FUND**



Not included within the Police and Fire Department's budgets are costs for Police and Fire Pensions mandated by the State. Also, worker comp costs were transferred to this levy in FY12.

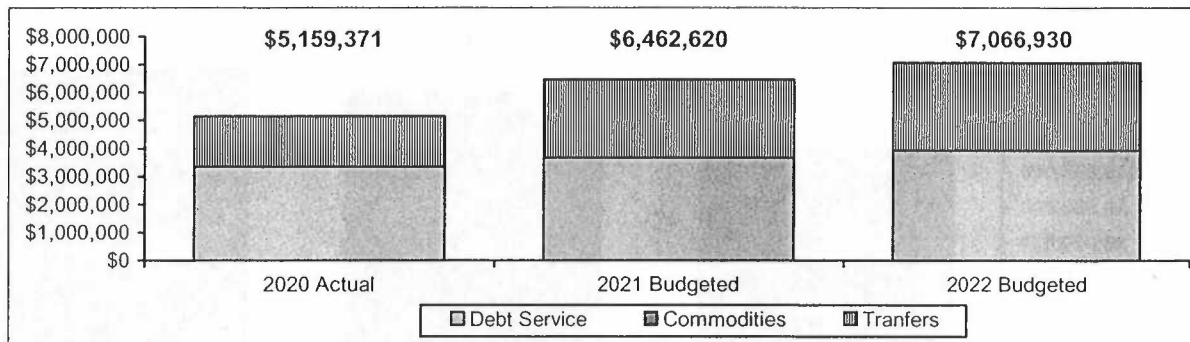
The City will continue to levy property taxes in FY22 for the retirement amount not covered by interest income generated from the excess reserves. The City's contribution to the state pension system increased to 26.18% for FY22, from 25.31% in FY21 as mandated by state law. This portion of the Trust and Agency levy will increase in FY22 to \$.87 from \$.82 in FY21.

Levied within Trust and Agency are taxes generated from the Self-Supported Municipal Improvement Districts (SSMID). The SSMID levy is based on City ordinance and transferred to Community Main Street and College Hill for their use as a Self-Supported Municipal Improvement District. The City will work with these organizations to determine if SSMID dollars may be used for certain recommendations that were generated by the parking studies.

The City levies employee benefits outside of the \$8.10 limit in the Trust and Agency Fund. For FY22, the City will continue to levy for all the legally eligible insurances (Worker’s Comp, Health, Life, LTD), FICA, IPERS, and liability insurances. However, the full amount will not be levied in an effort to keep property taxes down. The Trust and Agency levy will decrease from \$1.34 for FY21 to \$1.26 for FY22. Overall, there was a decrease in the total trust and agency levy from \$2.16 to \$2.13. IPERS contributions for FY22 will remain the same as FY21 of 9.44% and 411 costs will increase as noted above.

FY01 was the first time in many years that the .27 emergency levy was not used and will continue to not be used in FY22. Previously, the City was informed that the emergency levy needed to be used before Trust and Agency.

**DEBT SERVICE FUND**

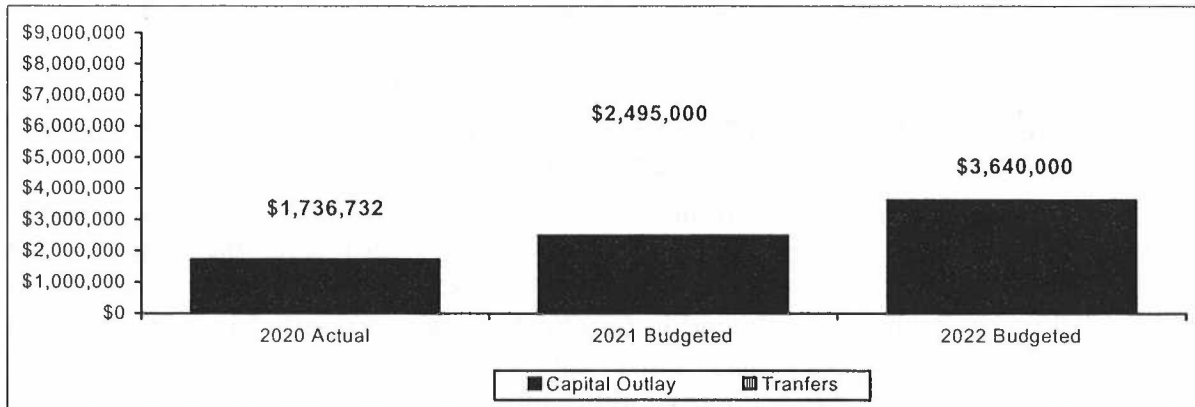


City property taxes devoted to Debt Service under the Debt Service Levy will decrease slightly from \$664,150 budgeted in FY21 to \$661,100 budgeted in FY22. The levy rate will decrease by \$.02 (\$0.32 to \$0.30). As you can see, the debt service levels remained about the same. This is due to the planning of bond sales through the CIP process. The amount of debt paid for out of the \$8.10 levy will increase to \$201,000 for FY22 compared to \$100,890 in FY21. So the total amount of debt supported by property taxes is \$862,100 in FY22 compared to \$765,000 in FY21. The debt service taxes remained fairly stable due to the City’s policy of only issuing replacement debt.

Budgeted debt service expenditures include the result of the transferring of TIF revenues to the funds providing the capital outlay for the infrastructure.

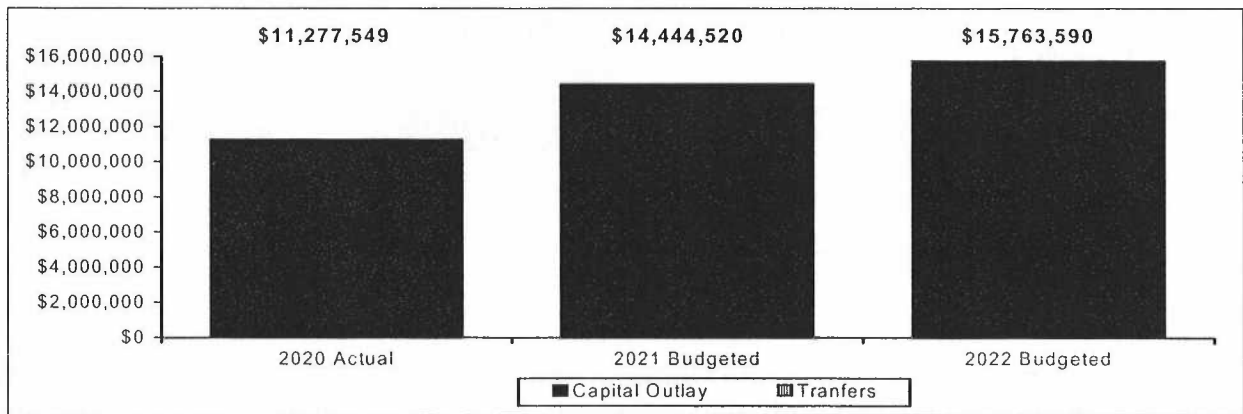


**GENERAL OBLIGATION BOND**



GO Bonds were sold in calendar year 2020 for FY19 & FY20 construction projects. Bonds will be sold again in calendar 2022 for FY21 and FY22 projects. Projects budgeted in FY22 include Cedar Heights Drive, Greenhill Road & South Main Intersection, Lake Street Trail and Main Street.

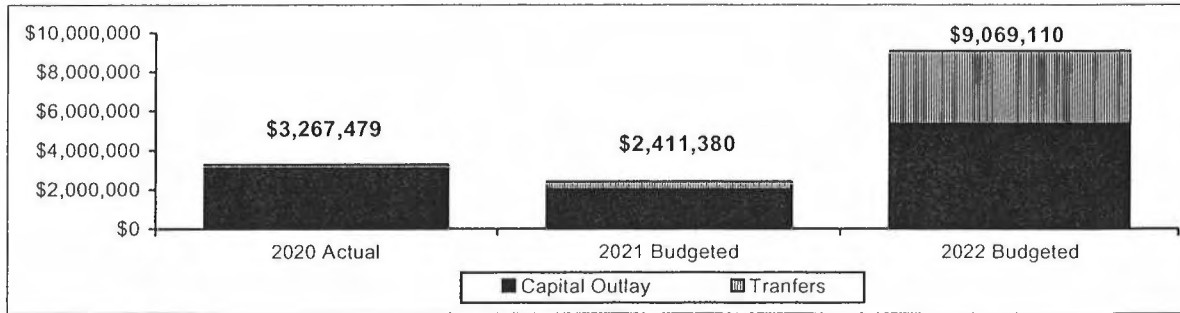
**TIF BOND FUND**



This fund is used to cashflow projects in the City's five active TIF districts, the Unified, Southern, Downtown, College Hill, and Pinnacle Prairie. At this point, projects in the Industrial Park can be cashflowed with current TIF revenues and bonding for the projects is not necessary.

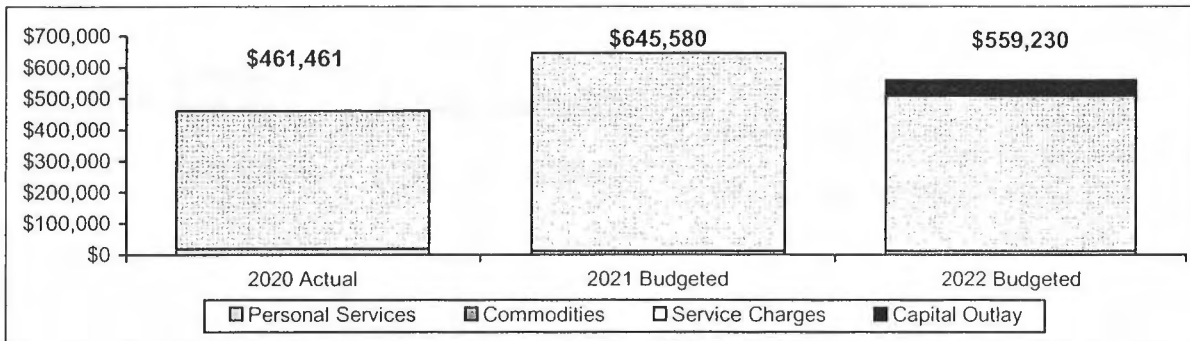
The City has completed the process of merging the 2 Industrial Parks into the Unified District. For FY18, a portion of this district expired. The City received \$3.1 million less in TIF revenues starting FY18. The effect of this will extend the payoff date of debt in that district and the City will need to review its economic development policies and incentives. In FY22, the City will continue to reserve \$1.3 million of the amount released for future economic development projects.

**CAPITAL PROJECTS**



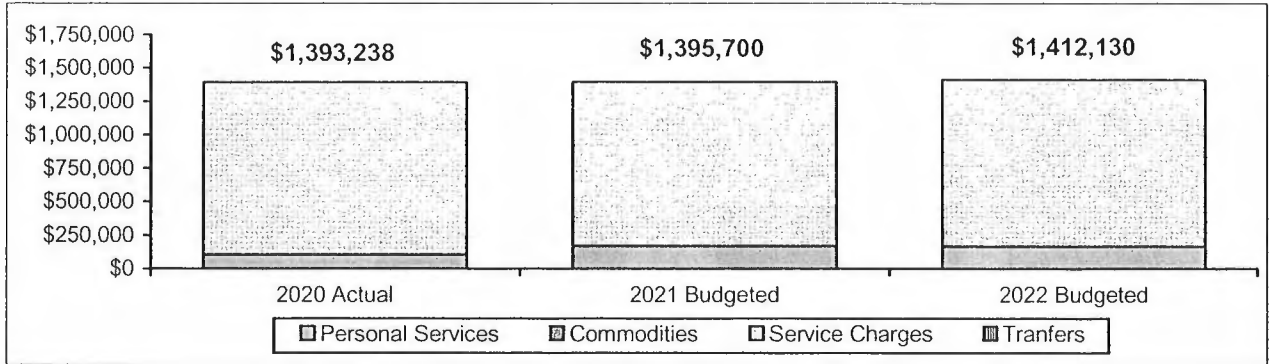
This budget can vary from year to year due to the timing of projects. In FY22, \$2.1 million is budgeted for City Hall Repurpose & Remodel and \$1.7 million is budgeted for the Cedar River Recreation Improvements.

**BLOCK GRANT FUND**



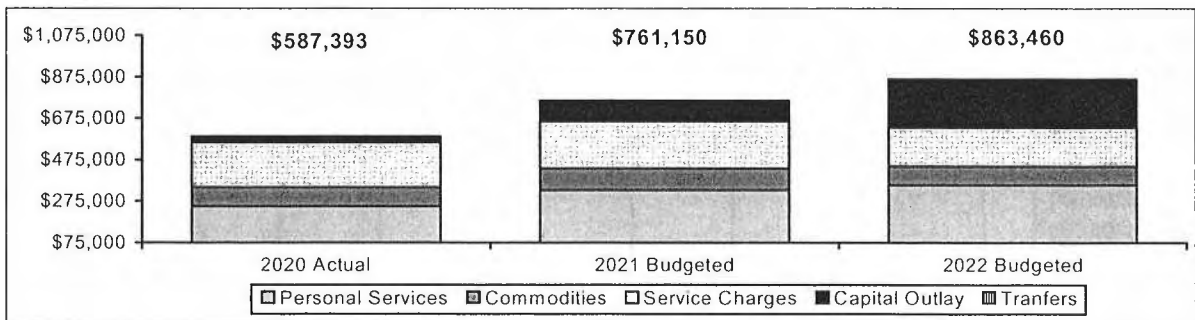
The Block Grant and HOME budget is based on subsidies provided by the Federal government. Early years of program funding were near \$600,000. That has gone down, with recent years steadily around \$250,000. The same has happened with HOME funds, which come through a consortium agreement with the City of Waterloo. HOME allocations are now \$90,000. The City has contracted some of the CDBG administrative work to INRCOG. The 5-year Consolidated Plan identifies major expenditures in sewer lining, infrastructure improvements like block-long infill sidewalk connections and a new home rehabilitation program for renters. The City Council will be required to hold an additional public hearing on the Block Grant program following adoption of the Cedar Falls budget. Unobligated or carryover monies are adjusted annually within the Block Grant program following the completion of a fiscal year or a specific project.

**HOUSING VOUCHERS**



In FY14, the Housing division was moved to the Public Safety department in an effort to streamline inspections with Fire. However, that was not a feasible option, so it has been moved back to the Community Development Department.

**VISITORS AND TOURISM SERVICES**



During FY01, the City Council approved reorganization for the Visitors and Tourism Bureau removing it from the Cedar Falls Chamber of Commerce control. This includes having the Bureau become a division of the City’s organizational structure.

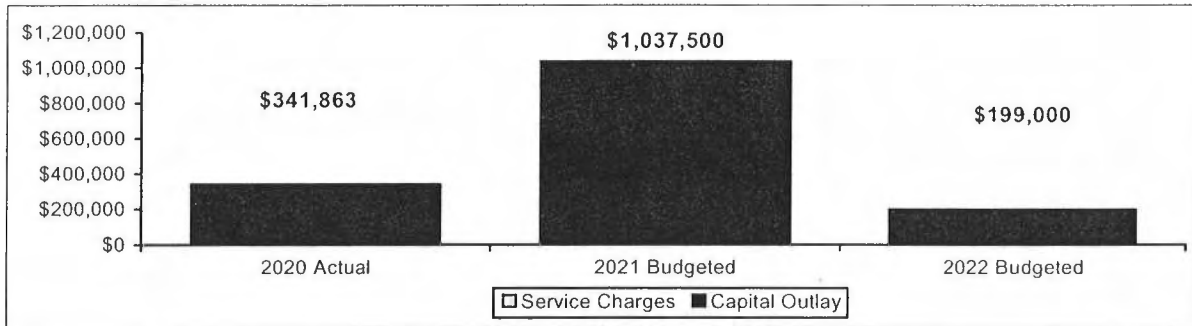
This division moved to a new building by the City’s Industrial Park in FY05. A portion of the building is being financed through a loan to this division. Excess funds generated by the division will repay the variable interest rate loan over the next 15 years.

A full-time V&T Coordinator position was budgeted in FY21 and continues to be budgeted in FY22 with the anticipation of the Program Manager’s retirement.

It was discussed at the Council goal setting, that if marketing incentives were necessary to try and recruit large events, these could occur upon approval by the City Administrator.

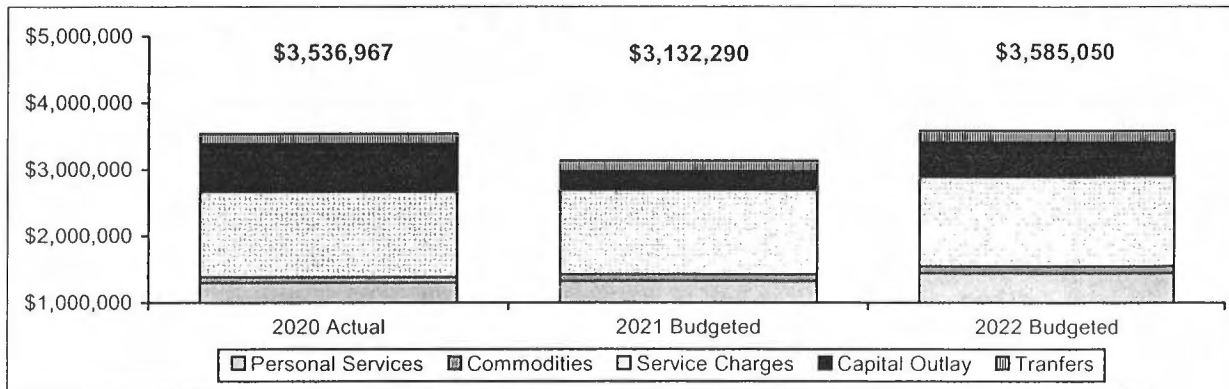


### CAPITAL RESERVES



This section was created in FY99 to separate the funds budgeted for capital improvements projects out of the Golf, Hearst Center, Recreation Center, and Softball Improvement capital reserve funds. Portions of the fees generated from these operations are set aside each month to accumulate a reserve to pay for future major capital improvement projects.

### REFUSE FUND



#### A. Public Works/Administration

In FY22, there are changes in salary adjustments, insurance allocations, Vehicle Maintenance, data processing, and transfers.

#### B. Refuse Section

Demand continues for the services provided by the Refuse Section. Growing interest in smart environmental practices locally and an increasing population within our community continue to challenge staff to be resourceful and efficient with operational procedures.

The compost facility is open daily all year depending on weather. The facility operation is currently managed by a private contractor. Woody and leafy vegetation is managed separately however all material is now ground which reduces volume by 50%. This procedure expedites the composting process and provides additional storage space. Further, this contract initiative has allowed the

city to transport all curbside collected yard waste to the City facility eliminating the need to utilize the Black Hawk County Landfill for yard waste disposal.

This contract initiative has reduced city staff time at the facility as well as the need to purchase expensive processing equipment. As an added benefit, the City will realize a savings in transport and tipping fee costs associated with disposal at the Black Hawk County Landfill. Tipping fee savings alone will amount to approximately \$30,000 annually. However, the City will continue to analyze the implementation of a fee structure as well as staffing the site to control improper dumping.

Community interest in recycling continues to grow. Additional remote recycling sites are being sought out along with a planned expansion of the existing drop site on Lloyd Lane. In addition to the regular household recyclables, scrap metal, tires, appliances, E-waste, Styrofoam and asphalt roofing shingles are collected separate from the waste stream. Recycling of these items significantly reduces the amount of material being deposited in the county landfill.

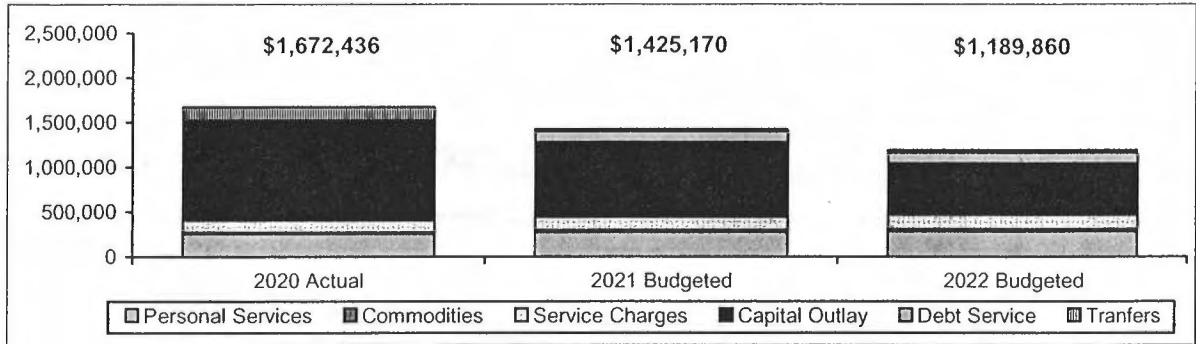
Interest in living in Cedar Falls and the development of new subdivisions continues to increase. While staff and equipment can manage our current needs, an additional route may be required in the future to serve the community. Staff continues to research ways to stretch resources and in 2015 implemented a "one sided" container pickup. This initiative requires that property owners place their yard waste and refuse containers on one side of the street thus eliminating the need to duplicate the route by driving down the street twice. Due to the success, the program continues to be expanded. In addition, modifying subdivision requirements in the deed of dedication so that one sided pickup is established when new streets and properties are developed will be advantageous.

In FY22 one large truck is being budgeted. In addition, \$275,000 is being budgeted for transfer pit refurbish and \$50,000 for recycling site cameras.

### **C. Landfill Cash**

In FY03 – FY15 the City received allocations from the Solid Waste Commission. These funds were deposited into the Refuse Fund. A portion of the funds were used to cover the costs associated with the ban on leaf burning. \$4,629,500 of these funds were used for the Recreation Center Expansion project and the Aquatic Center. \$1 million was budgeted in FY15 to fund the Recycling Center Renovation project.

**STORM WATER**

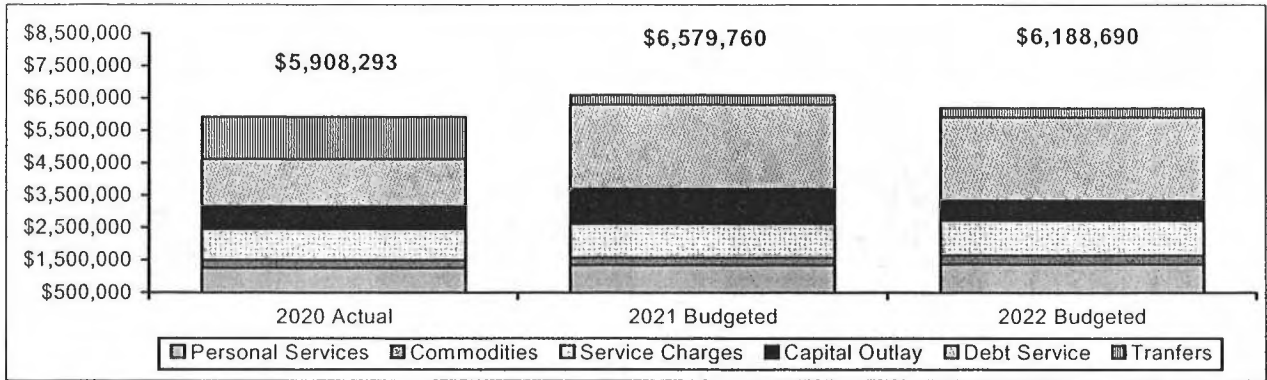


This was a new enterprise fund for the City in FY07. Federal and state mandates related to storm water runoff and water quality have forced the City to provide inspection and detection services. New ordinances were created in FY06 to establish the Storm Water Utility. By July 1, 2006, a rate structure was adopted to cover the costs of adhering to the new mandates. All residential, commercial, and industrial properties are billed a storm water fee on a monthly basis. The City has contracted with the Cedar Falls Utilities to bill these fees similar to the current arrangement we have for sewer and refuse. In FY18, the rates were studied and increases of 5% each year for the next four years were adopted.

Several projects are budgeted on the current CIP. This includes funding to continue the permeable alley program.



**SEWER RENTAL FUND**



**A. O & M Sewer Section**

Decreases in this section of the Sewer Fund are due to decreases in the capital line item total. In FY21 \$250,000 was budgeted for a sewer collection expansion study. It is anticipated that as street reconstructions are planned, sewer improvements in these areas will need to be addressed. Therefore, \$250,000 was budgeted in FY21 and \$150,000 in FY22 for these improvements.

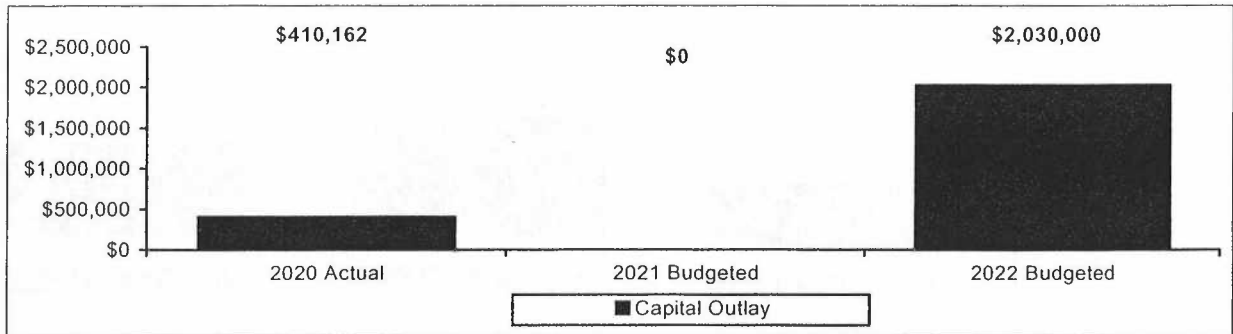
**B. Water Reclamation Section**

In FY07, one full-time position was transferred from this section to the Storm Water Utility. This was done due to the time the Water Reclamation will spend on collecting and testing water samples in conformance with federal mandates. This position will continue to be budgeted in the Storm Water Utility for FY22.

Since FY02, this fund has rented farmland from the City’s Hospital Fund for the disposal of biosolids. The total estimated lease payments on the entire farm are budgeted in this fund. However, lease income on 2/3<sup>rds</sup> of the farm will be received by the Sewer Fund for the portion of the land not used for disposal.

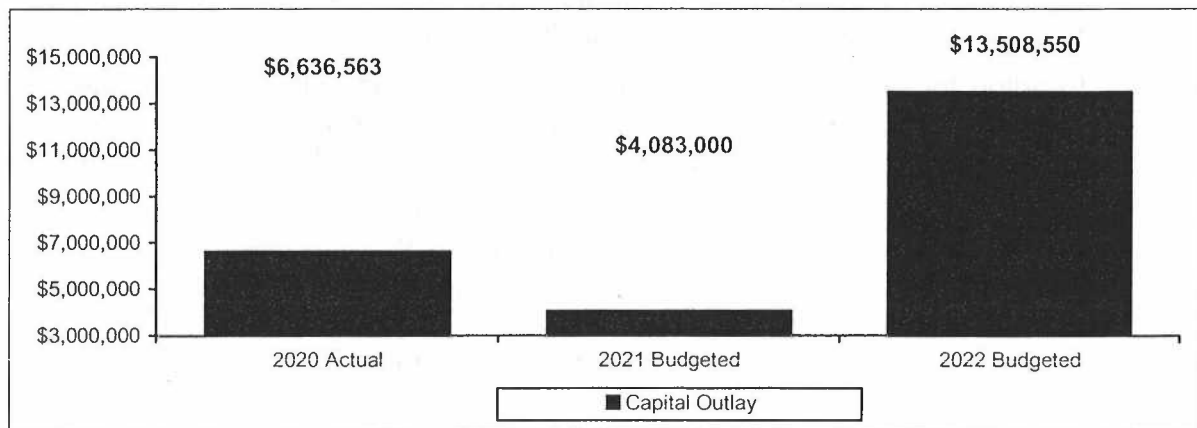
Debt service for the sewer fund remains at \$2.6 million for FY22.

**SEWER REVENUE BOND**



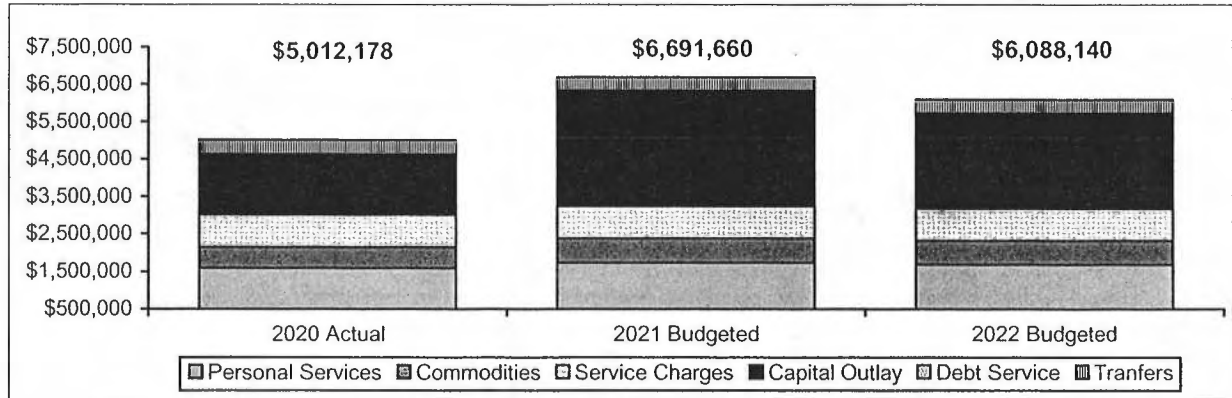
In 2012, 2013 and 2014 the Disinfection project was financed with a State Revolving Fund loan through the Iowa Finance Authority and internally. Financing was reviewed and it was determined using reserve funds invested at a lower interest rate is more cost effective. For FY22, \$52 million is being budgeted for various projects. Bonds were sold in 2018 to finance large projects in sewer. A rate study was performed and rate increases of 5% each year for the next three years were adopted. Rate increases may be needed in the future for other large projects coming up.

**STREET REPAIRS**



Funds devoted to Street Repair are generated by the Local Option Sales Tax. Through FY20, Street Repair expended a total of \$112,016,304. \$113,633,260 in sales taxes were received. This revenue in addition to other project reimbursement revenues have resulted in a reserve balance. This reserve will be used to continue the program for 1-2 contract years if at some point the tax is not continued by voters. In addition, reserves over the next few years will be used to finance and cashflow several large street projects, including West 1<sup>st</sup> Street, Main Street, Cedar Heights Drive, and Greenhill Road and South Main Street intersection.

**STREET CONSTRUCTION FUND**



**A. O & M Street Section**

This particular fund is one of the most volatile of the entire City funds due to legislation, which determines the Road Use Taxes, forwarded to the City of Cedar Falls by the State of Iowa. Reserves at the end of FY20 were at \$8.6 million and are projected to decrease due to large street projects on the CIP. In FY09, the debt service transfer was removed to help maintain a reserve balance in this fund.

This fund is responsible for the major costs that would be incurred due to a flood or snowstorm; therefore its cash position is critical.

Funding for one full-time person in this section has also been transferred to the Storm Water Utility. This is to account for the time the street section spends on street sweeping. Sweeping streets helps to improve the quality of water runoff.

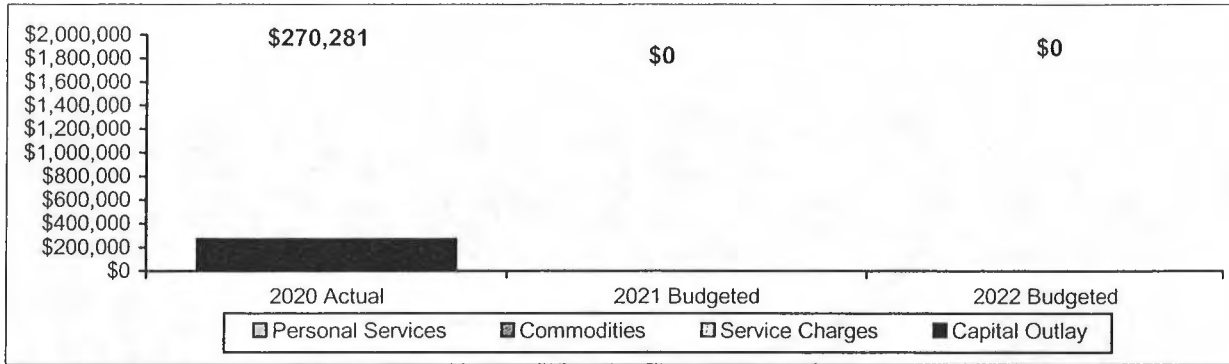
In 2015, the State of Iowa passed a ten cent increase in gas taxes, which will provide \$215 million additional revenue to the State of Iowa. This is projected to provide approximately \$687,000 in additional funding to the City of Cedar Falls. This increase in funding will finance a portion of the University Avenue Reconstruction project, Cedar Heights Drive, Union Road and Main Street.

**B. Traffic Operations Section**

In FY22, there are changes in salary adjustments; insurance allocations, vehicle maintenance and data processing. \$200,000 is budgeted in FY22 for signal upgrades.

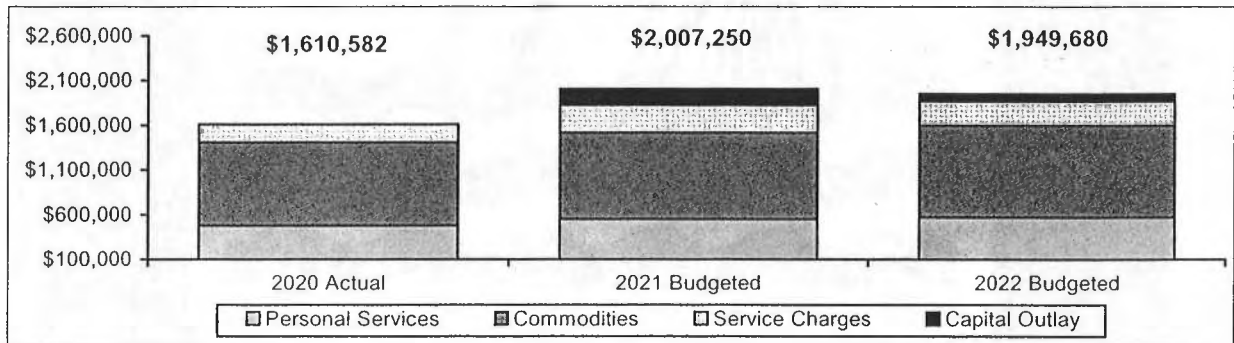


**STREET IMPROVEMENT FUND**



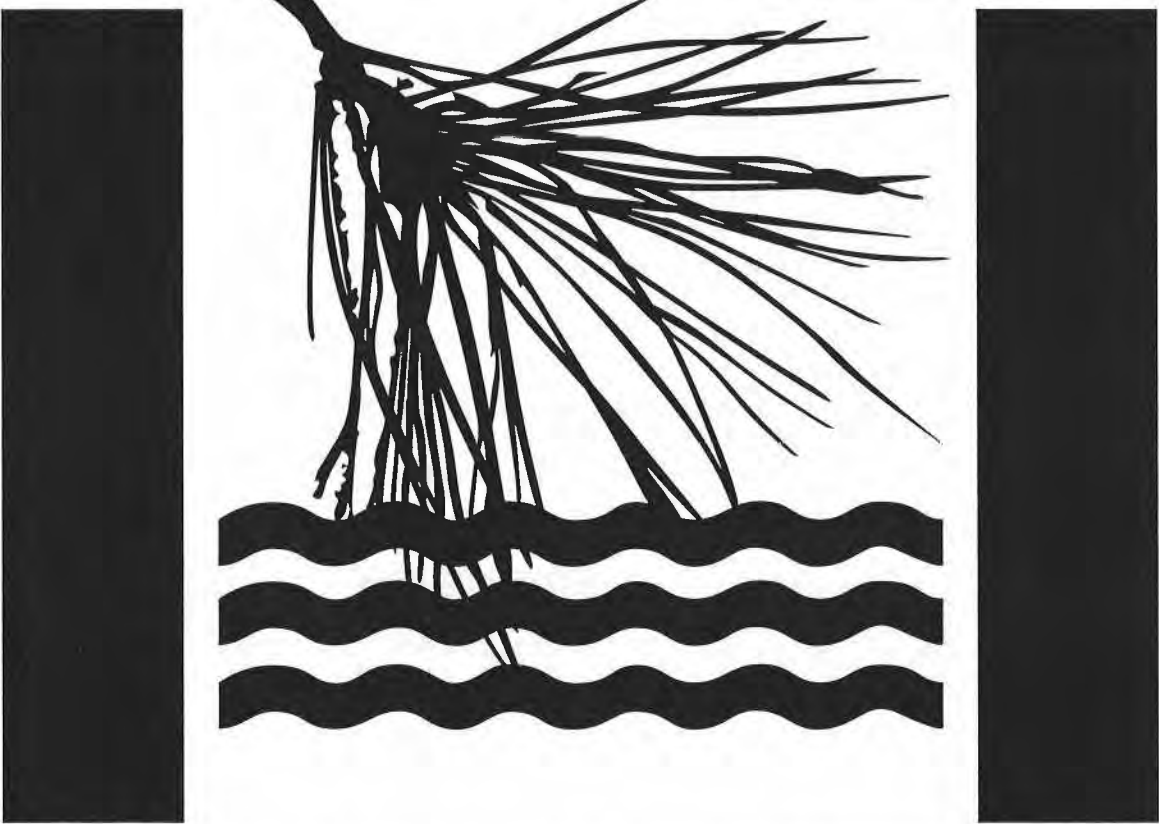
This fund includes the \$20 million that was received from the State of Iowa for the transfer of jurisdiction for University Avenue. Since FY16, funds have been expended for the University Avenue project. Additional funding to finance the remainder of this project were from Road Use taxes, Local Option Sales tax, Federal safety grant, utility funds, Black Hawk County Gaming, and TIF.

**VEHICLE MAINTENANCE FUND**



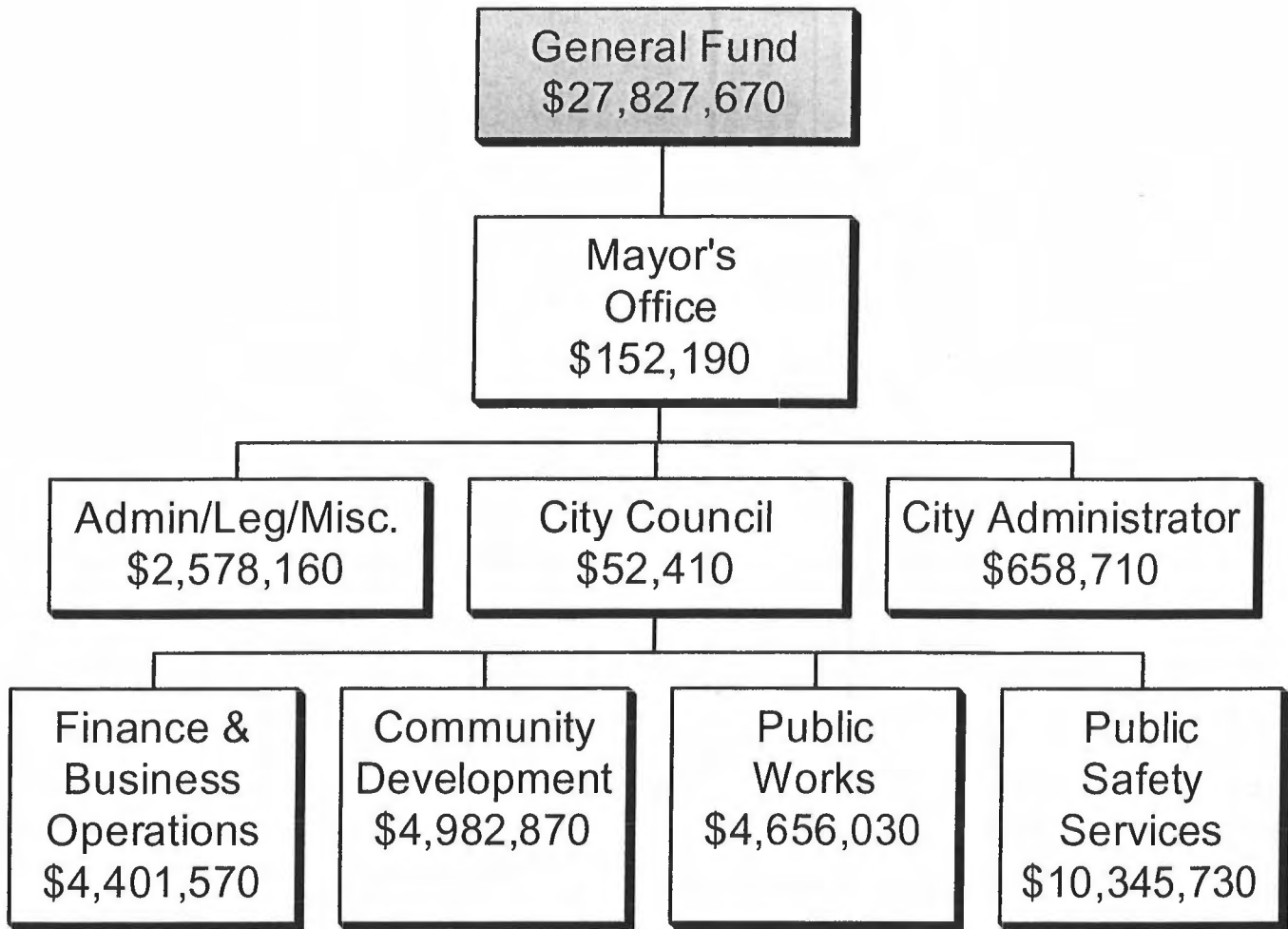
Since fuel costs have been stable over the past few years, this line item was reduced by \$100,000 for FY19 and remains the same in FY22. \$30,000 is budgeted for refurbishing of vehicles and \$50,000 is budgeted for the installation of vehicle locators. For FY21, a full-time mechanic position was budgeted and replaced two part-time positions.

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### General Fund

The General Fund is the City's primary operating fund. It accounts for the financial resources of the general government, except those required to be accounted for in another fund. The general government activities include:

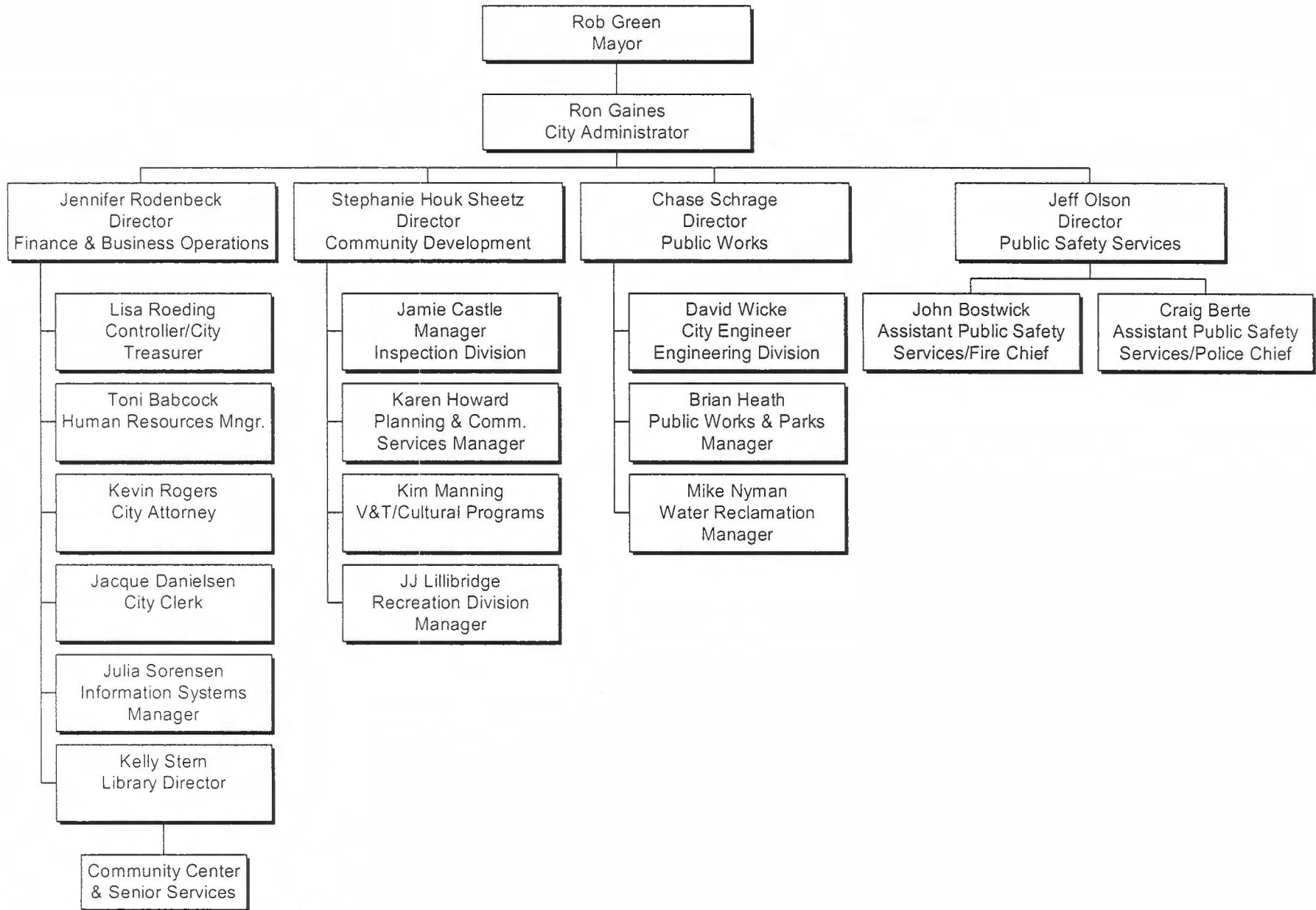
Mayor and City Council  
City Administrator  
Financial Services  
Human Resources  
Legal Services  
Public Records

Library Services  
Inspection Services  
Planning & Community Svc.  
Cultural Services  
Recreation Services  
Engineering

Cemetery  
Golf  
Parks  
Public Buildings  
Fire  
Police



### City of Cedar Falls, Iowa Departments & Divisions



5-2

## GENERAL FUND SUMMARY

18-Jan-21

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
BEGINNING BALANCE	\$5,760,874	\$6,157,137	\$6,220,030	\$6,220,030	<b>\$6,220,030</b>	\$6,220,030	\$6,220,029
Total Revenues	\$27,012,035	\$25,797,184	\$28,415,490	\$27,626,353	<b>\$27,827,670</b>	\$28,971,510	\$29,621,750
Total Expenditures	\$26,615,771	\$25,734,290	\$28,415,490	\$27,626,353	<b>\$27,827,670</b>	\$28,971,510	\$29,621,750
<b>ENDING BALANCE</b>	<b>\$6,157,137</b>	<b>\$6,220,030</b>	<b>\$6,220,030</b>	<b>\$6,220,030</b>	<b>\$6,220,030</b>	<b>\$6,220,029</b>	<b>\$6,220,029</b>
% of Reserve	22.97%	21.89%	21.20%	22.35%	21.47%	21.00%	
Current Year Cash Added (Used)	\$396,264	\$62,894	\$0	\$0	\$0	\$0	\$0

AUTHORIZED POSITIONS	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	140.90	146.93	149.51	149.51	<b>148.96</b>	148.96	148.96
Part-Time	75.12	76.24	81.01	80.11	<b>77.47</b>	77.47	77.47
<b>TOTAL</b>	<b>216.02</b>	<b>223.17</b>	<b>230.52</b>	<b>229.62</b>	<b>226.43</b>	<b>226.43</b>	<b>226.43</b>

Note - The number of part-time positions are estimates. Data relative to full time employees is in full-time equivalents (FTE) and not actual positions available.

PROPERTY TAX REVENUE	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
General	\$14,805,708	\$15,471,076	\$15,906,130	\$15,747,069	<b>\$15,881,640</b>	\$16,358,080	\$16,848,820
Debt Service	522,810	867,817	664,150	657,509	<b>661,100</b>	1,061,750	1,065,450
Trust & Agency	2,276,832	1,586,428	4,243,200	2,663,799	<b>4,182,400</b>	4,310,420	4,778,440
Levy - Liability Insurance	233,947	251,764	254,010	251,470	<b>125,020</b>	128,770	132,620
Levy - MET Transit	382,458	410,279	429,920	425,621	<b>442,820</b>	456,100	469,770
Levy - Cedar Falls Band	29,961	34,313	35,000	34,650	<b>35,000</b>	35,000	35,000
Levy - Cedar Falls Library	495,273	517,737	531,380	526,066	<b>530,350</b>	546,260	562,640
Levy - EMA	395,428	390,539	447,770	447,770	<b>539,730</b>	555,910	572,590
<b>TOTAL</b>	<b>\$19,142,417</b>	<b>\$19,529,953</b>	<b>\$22,511,560</b>	<b>\$20,753,953</b>	<b>\$22,398,060</b>	<b>\$23,452,289</b>	<b>\$24,465,330</b>
<b>PROPERTY TAX RATE</b>	<b>11.13</b>	<b>10.95</b>	<b>11.43</b>	<b>11.43</b>	<b>11.38</b>		

## GENERAL FUND REVENUES

18-Jan-21

Revenues	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Building Permits	908,449	771,125	850,000	920,001	900,000	900,000	900,000
Burial Permits	70,725	62,865	70,000	66,216	70,000	70,000	70,000
Business Licenses	6,926	4,025	6,000	6,392	6,000	6,000	6,000
Cafeteria Plan	0	0	15,000	0	15,000	15,000	15,000
Cemetery Lot Sales	62,180	51,660	45,000	52,600	50,000	50,000	50,000
Cigarette Permits	3,675	4,475	2,000	3,200	4,000	4,000	4,000
Code Enforcement	2,478	3,443	5,000	5,000	15,000	15,000	15,000
Cultural - Art Sho	0	0	50	0	50	100	100
Cultural - Fees	63,715	43,137	40,000	37,686	40,000	41,000	42,000
Cultural - Memberships	3,945	0	5,000	5,000	5,000	5,000	5,000
Cultural - Gift Shop Sales	5,807	1,119	5,000	1,954	5,000	5,000	5,000
Cultural - Art Work Sales	2,433	0	1,000	952	1,000	1,000	1,000
Donations - Cultural	2,188	4,992	1,000	968	1,000	1,000	1,000
Engineering Misc. Permits	0	0	15,000	21,000	15,000	15,000	15,000
Economic Development	3,865	11	5,000	3,800	5,000	5,000	5,000
Electrical Inspections	82,875	66,657	90,000	72,972	90,000	90,000	90,000
Engineering Design	0	0	400,000	0	400,000	400,000	400,000
Fire Protection - Rural	54,441	56,303	58,850	59,143	59,320	59,000	59,500
Fire Protection - UNI	560,195	563,719	608,650	608,650	680,710	703,230	725,600
Fire Receipts	18,580	10,534	15,000	15,000	15,000	15,000	15,000
Fire Commercial Inspections	58,115	45,422	40,000	55,000	45,000	45,000	45,000
Fire Hous. Inspect. Min. Rental	97,945	72,870	100,000	102,636	100,000	105,000	110,000
Golf Contract	7,069	7,179	30,000	0	30,000	40,000	40,000
Golf Concessions	0	0	0	4,690	0	0	0
Green Fees	0	0	0	0	0	0	0
Golf Pro Shop Rental	0	0	0	0	0	0	0
Grants - Cultural Services	21,753	33,481	30,000	30,000	30,000	30,000	30,000
Grants - Fire	3,025	0	3,000	3,000	3,000	3,000	3,000
Grants - Fire Equipment	7,489	6,123	1,000	1,000	1,000	1,000	1,000
Grants - Library	29,969	26,647	25,000	25,000	25,000	25,000	25,000
State Backfill	568,636	574,390	0	598,521	0	0	0
Grants - Parks & Recreation	11,120	4,895	20,000	20,000	20,000	20,000	20,000
Grants - Police Officer	40,861	53,703	30,000	30,000	30,000	30,000	20,000
Grants - Police Operations	29,039	21,179	15,000	12,360	15,000	15,000	15,000
Grants - Rec Trail	0	0	0	0	0	0	0
Interest - Cemetery	7,319	8,338	10,760	10,760	9,430	11,000	11,500
Interest - General	315,144	343,008	225,310	216,022	247,000	265,450	219,290
Library - Copy Machine	7,906	5,465	7,000	6,138	7,000	7,000	7,000
Library - County Tax	28,941	32,150	21,000	25,000	30,000	31,000	32,000
Library - Salary Reimbursement	325	731	0	0	0	0	0
Library - Fines & Fees	31,760	14,324	0	2,000	0	0	0
Library - Co-Lab Fees	8	243	0	0	0	0	0
Library - Lost & Paid Books	2,803	2,417	2,500	2,500	2,500	2,500	2,500
Library - Open Access Funds	12,882	13,529	12,000	12,000	12,000	12,000	12,000
Library - Friends/Endowment Reimburs.	219,759	127,280	60,000	60,000	60,000	60,000	60,000
Library - Donations & Sponsorship	5,037	1,283	40,000	22,697	30,000	30,000	30,000
Liquor Licenses	57,583	59,762	50,000	60,000	60,000	60,000	60,000
Marker Permits	3,640	3,900	5,000	4,200	5,000	5,000	5,000
Mechanical Inspections	88,125	80,530	90,000	94,404	90,000	90,000	90,000
Miscellaneous Permits	31,176	31,404	25,000	5,000	25,000	25,000	25,000
Miscellaneous Receipts	21,369	58,140	40,000	60,532	60,000	60,000	60,000



Revenues	Actual 2017/2018	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Park Receipts	3,381	5,961	5,000	2,440	5,000	5,000	5,000
Paw Park Permits	3,181	3,344	4,000	2,889	4,000	4,000	4,000
Pet Licenses	6,765	6,024	7,000	7,120	7,000	7,000	7,000
Planning & Zoning Fees	28,596	33,310	30,000	37,579	35,000	35,000	40,000
Plumbing & Refrigeration Inspections	86,309	76,598	95,000	89,968	95,000	95,000	95,000
Police Fines & Forfeiture	159,847	149,801	125,000	96,690	125,000	125,000	125,000
Police Receipts	59,026	56,004	35,000	32,432	35,000	35,000	35,000
Public Buildings	5,095	76	5,000	2,000	5,000	5,000	5,000
Recreation Receipts	641,639	432,300	675,000	288,561	675,000	680,000	685,000
Subdivision Inspections	78,733	79,923	80,000	95,000	83,000	85,000	87,000
Swimming Pool Receipts	601,809	373,925	550,000	316,248	550,000	560,000	570,000
Tax - Agricultural Land	18,616	20,670	17,910	17,731	19,220	19,500	20,000
Tax - Hotel/Motel - Cultural	149,238	132,283	148,750	121,975	74,370	149,600	151,300
Tax - Hotel/Motel - Tourism Office	21,947	19,453	21,880	17,941	10,940	22,000	22,250
Tax - Hotel/Motel - Tourism Admin.	25,000	25,000	25,000	25,000	12,500	25,200	25,600
Tax - Hotel/Motel - Visitor/Tour	438,936	389,068	437,500	358,750	218,750	440,000	445,000
Tax - Hotel/Motel - Tourism Fund	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Tax - Hotel/Motel - Park Imprv	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Tax - Hotel/Motel - CV Soccer	10,000	10,000	10,000	10,000	5,000	10,000	10,000
Tax - Hotel/Motel - Park/Rec Capital	30,840	23,360	30,620	24,320	15,310	30,800	31,150
Tax - Hotel/Motel - Tr. Maint./Res.	43,894	38,907	43,750	35,875	21,870	44,000	44,500
Tax - Mobile Home	26,298	25,046	31,000	38,399	31,000	31,000	31,000
Tax - Property - General	14,805,708	15,471,076	15,906,130	15,747,069	15,881,640	16,358,080	16,848,820
Tax - Property - Insurance	233,947	251,764	254,010	251,470	125,020	128,770	132,620
Tax - Property - Transit	382,458	410,279	429,920	425,621	442,820	456,100	469,770
Tax - Property - Band	29,961	34,313	35,000	34,650	35,000	35,000	35,000
Tax - Property - Library	495,273	517,737	531,380	526,066	530,350	546,260	562,640
Tax - Property - EMA	395,428	390,539	447,770	447,770	539,730	555,910	572,590
Transfer - Leg/Admin/Mgt	569,180	604,780	702,160	702,160	747,080	769,480	792,560
Transfer - Econ. Dev.	35,955	14,330	0	0	0	0	0
Transfer - Public Bldg. Maint.	74,802	77,842	77,860	77,860	78,020	80,360	82,760
Transfer - Street Lighting	0	0	0	0	0	0	0
Transfer - Trust & Agency	2,095,937	1,177,944	2,626,090	2,599,829	2,483,090	2,557,580	2,634,310
Transfer - Utilities General	1,682,100	1,467,580	1,700,000	1,565,000	1,500,000	1,500,000	1,500,000
UNI Loan Repayment	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility Tax Replacement	37,843	50,426	35,140	139,796	29,190	29,190	29,190
Cash (Added)/Used *	(396,264)	(62,894)	0	0	0	0	0
<b>TOTAL REVENUES</b>	<b>\$26,615,771</b>	<b>\$25,734,290</b>	<b>\$28,415,490</b>	<b>\$27,626,353</b>	<b>\$27,827,670</b>	<b>\$28,971,510</b>	<b>\$29,621,750</b>

## GENERAL FUND EXPENDITURES

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Admin./Leg./Misc.	\$4,188,025	\$2,801,316	\$3,035,150	\$3,264,129	<b>\$2,578,160</b>	\$2,595,690	\$2,814,620
City Council	\$47,121	\$47,783	\$51,180	\$51,180	<b>\$52,410</b>	\$53,980	\$55,590
Mayor's Office	140,091	139,548	151,770	143,211	<b>152,190</b>	156,300	160,540
City Administrator	278,165	440,615	621,950	618,996	<b>658,710</b>	672,790	687,300
Finance & Business Op. Admin	0	0	274,340	264,321	<b>291,080</b>	299,330	307,830
Financial Services	918,148	921,946	839,730	809,833	<b>461,240</b>	473,910	486,440
Human Resources	0	0	0	0	<b>597,450</b>	608,060	618,990
Legal Services	468,911	524,536	515,860	543,415	<b>395,670</b>	401,850	408,220
Public Records	288,873	285,355	340,870	319,452	<b>334,790</b>	344,050	353,590
Street Lighting	0	0	0	0	<b>0</b>	0	0
Library Services *	2,036,035	2,054,165	2,259,630	2,180,365	<b>2,321,340</b>	2,368,090	2,412,490
Community Development Admin.	184,285	187,080	963,770	801,691	<b>645,380</b>	951,090	956,870
Engineering Services	1,428,084	1,557,228	1,684,490	1,595,133	<b>1,728,120</b>	1,774,110	1,821,470
Inspection Services	886,817	895,835	947,550	866,405	<b>997,780</b>	1,023,540	1,050,070
Planning/Community Services	735,118	592,773	928,760	810,523	<b>820,160</b>	836,450	853,230
CD Admin-MOP	890,587	749,307	0	0	<b>0</b>	0	0
Cultural Services	470,321	444,800	543,990	434,458	<b>525,470</b>	523,190	535,260
Cemetery Section	289,457	313,813	325,680	333,847	<b>372,690</b>	442,640	452,890
Golf Section	94,728	45,132	29,410	24,311	<b>26,650</b>	26,650	26,650
Park Section	1,507,411	1,477,860	1,834,890	1,876,452	<b>1,685,350</b>	1,700,140	1,752,610
Recreation Services	1,830,825	1,654,504	2,017,690	1,616,960	<b>1,994,080</b>	2,031,810	2,070,670
Public Buildings	699,185	726,732	992,320	996,280	<b>843,220</b>	905,240	954,380
Fire Department	3,637,724	4,085,446	3,515,120	3,884,970	<b>3,876,290</b>	3,991,610	4,067,760
Police Department	5,595,860	5,788,516	6,541,340	6,190,420	<b>6,469,440</b>	6,790,990	6,774,280
<b>TOTAL EXPENDITURES</b>	<b>\$26,615,771</b>	<b>\$25,734,290</b>	<b>\$28,415,490</b>	<b>\$27,626,353</b>	<b>\$27,827,670</b>	<b>\$28,971,510</b>	<b>\$29,621,750</b>

\* Actual expenditures for the library exceed budget due to the City budgeting the actual net cost of sharing the library personnel with the City of Waterloo, however, paying the full cost and then receiving reimbursement.

GENERAL FUND REVENUES

Revenues	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
<b><u>Taxes Levied on Property</u></b>							
Tax - Property - General	\$14,805,708	\$15,471,076	\$15,906,130	\$15,747,069	\$15,881,640	\$16,358,080	\$16,848,820
Tax - Property - Insurance	233,947	251,764	254,010	251,470	125,020	128,770	132,620
Tax - Property - Transit	382,458	410,279	429,920	425,621	442,820	456,100	469,770
Tax - Property - Band	29,961	34,313	35,000	34,650	35,000	35,000	35,000
Tax - Property - Library	495,273	517,737	531,380	526,066	530,350	546,260	562,640
Tax - Property - EMA	395,428	390,539	447,770	447,770	539,730	555,910	572,590
Tax - Agricultural Land	18,616	20,670	17,910	17,731	19,220	19,500	20,000
<b>Total Taxes Levied on Property</b>	<b>16,361,391</b>	<b>17,096,378</b>	<b>17,622,120</b>	<b>17,450,377</b>	<b>17,573,780</b>	<b>18,099,620</b>	<b>18,641,440</b>
<b><u>Other City Taxes</u></b>							
Tax - Hotel/Motel - Cultural	\$149,238	\$132,283	\$148,750	\$121,975	\$74,370	\$149,600	\$151,300
Tax - Hotel/Motel - Tourism Office	21,947	19,453	21,880	17,941	10,940	22,000	22,250
Tax - Hotel/Motel - Tourism Admin.	25,000	25,000	25,000	25,000	12,500	25,200	25,600
Tax - Hotel/Motel - Tourism Fund	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Tax - Hotel/Motel - Carryover Tourism	0	0	0	0	0	0	0
Tax - Hotel/Motel - Park Imprv	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Tax - Hotel/Motel - Visitor/Tour	438,936	389,068	437,500	358,750	218,750	440,000	445,000
Tax - Hotel/Motel - CV Soccer	10,000	10,000	10,000	10,000	5,000	10,000	10,000
Tax - Hotel/Motel - Tr. Maint./Res.	43,894	38,907	43,750	35,875	21,870	44,000	44,500
Tax - Hotel/Motel HLS Capital	30,840	23,360	30,620	24,320	15,310	30,800	31,150
Tax - Mobile Home	26,298	25,046	31,000	38,399	31,000	31,000	31,000
Utility Tax Replacement	37,843	50,426	35,140	139,796	29,190	29,190	29,190
<b>Total Other City Taxes</b>	<b>\$942,014</b>	<b>\$853,609</b>	<b>\$941,140</b>	<b>\$901,206</b>	<b>\$497,690</b>	<b>\$940,190</b>	<b>\$950,190</b>
<b><u>Licenses and Permits</u></b>							
Building Permits	\$908,449	\$771,125	\$850,000	\$920,001	\$900,000	\$900,000	\$900,000
Burial Permits	70,725	62,865	70,000	66,216	70,000	70,000	70,000
Business Licenses	6,926	4,025	6,000	6,392	6,000	6,000	6,000
Cigarette Permits	3,675	4,475	2,000	3,200	4,000	4,000	4,000
Marker Permits	3,640	3,900	5,000	4,200	5,000	5,000	5,000
Miscellaneous Permits	31,176	31,404	25,000	5,000	25,000	25,000	25,000
Miscellaneous Engineering Permits	0	0	15,000	21,000	15,000	15,000	15,000
Pet Licenses	6,765	6,024	7,000	7,120	7,000	7,000	7,000
Paw Park Permits	3,181	3,344	4,000	2,889	4,000	4,000	4,000
<b>Total Licenses and Permits</b>	<b>\$1,034,537</b>	<b>\$887,162</b>	<b>\$984,000</b>	<b>\$1,036,018</b>	<b>\$1,036,000</b>	<b>\$1,036,000</b>	<b>\$1,036,000</b>
<b><u>Use of Money and Property</u></b>							
Interest - Cemetery	\$7,319	\$8,338	\$10,760	\$10,760	\$9,430	\$11,000	\$11,500
Interest - General	315,144	343,008	225,310	216,022	247,000	265,450	219,290
<b>Total Use of Money &amp; Prop</b>	<b>\$322,463</b>	<b>\$351,346</b>	<b>\$236,070</b>	<b>\$226,782</b>	<b>\$256,430</b>	<b>\$276,450</b>	<b>\$230,790</b>
<b><u>Intergovernmental - State Shared Revenues</u></b>							
Liquor Licenses	57,583	59,762	50,000	60,000	60,000	60,000	60,000
<b>Total Inter - St Shared Rev</b>	<b>\$57,583</b>	<b>\$59,762</b>	<b>\$50,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$60,000</b>
<b><u>Intergovernmental-Other State Grants &amp; Reimbursements</u></b>							
Grants-Cultural Services	\$21,753	\$33,481	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Grants-Fire Equipment	7,489	6,123	1,000	1,000	1,000	1,000	1,000
Grants-Fire	3,025	0	3,000	3,000	3,000	3,000	3,000
Grants-Golf	0	0	0	0	0	0	0
Grants-Library	29,969	26,647	25,000	25,000	25,000	25,000	25,000
Grants- State Backfill	568,636	574,390	0	598,521	0	0	0
Grants-Park and Rec	11,120	4,895	20,000	20,000	20,000	20,000	20,000
Grants-Rec Trail	0	0	0	0	0	0	0
Grants-Police Officer	40,861	53,703	30,000	30,000	30,000	30,000	20,000
Grants-Police Operations	29,039	21,179	15,000	12,360	15,000	15,000	15,000
<b>Total St. Grants &amp; Reimb.</b>	<b>\$711,892</b>	<b>\$720,417</b>	<b>\$124,000</b>	<b>\$719,881</b>	<b>\$124,000</b>	<b>\$124,000</b>	<b>\$114,000</b>



Revenues	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
<b>Intergovernmental-Local</b>							
Fire Protection - Rural	\$54,441	\$56,303	\$58,850	\$59,143	\$59,320	\$59,000	\$59,500
Fire Protection - UNI	560,195	563,719	608,650	608,650	680,710	703,230	725,600
Library - County Tax	28,941	32,150	21,000	25,000	30,000	31,000	32,000
Transfer - Utilities - General	1,682,100	1,467,580	1,700,000	1,565,000	1,500,000	1,500,000	1,500,000
UNI Loan Repayment	15,000	15,000	15,000	15,000	15,000	15,000	15,000
<b>Total Local Intergovernment</b>	<b>\$2,376,631</b>	<b>\$2,149,082</b>	<b>\$2,403,500</b>	<b>\$2,272,793</b>	<b>\$2,285,030</b>	<b>\$2,308,230</b>	<b>\$2,332,100</b>
<b>Total Intergovernmental</b>	<b>\$3,146,106</b>	<b>\$2,929,261</b>	<b>\$2,577,500</b>	<b>\$3,052,674</b>	<b>\$2,469,030</b>	<b>\$2,492,230</b>	<b>\$2,506,100</b>
<b>Charges for Services</b>							
Cemetery Lot Sales	62,180	51,660	45,000	52,600	50,000	50,000	50,000
Code Enforcement	2,478	3,443	5,000	5,000	15,000	15,000	15,000
Cultural - Art Sho	0	0	50	0	50	100	100
Cultural - Fees	63,715	43,137	40,000	37,686	40,000	41,000	42,000
Cultural - Memberships	3,945	0	5,000	5,000	5,000	5,000	5,000
Cultural - Bus Tour Fees	0	0	0	0	0	0	0
Cultural - Product Fees	5,807	1,119	5,000	1,954	5,000	5,000	5,000
Cultural - New Program Sponsors	2,433	0	1,000	952	1,000	1,000	1,000
Economic Development	3,865	11	5,000	3,800	5,000	5,000	5,000
Electrical Inspections	82,875	66,657	90,000	72,972	90,000	90,000	90,000
Fire Receipts	18,580	10,534	15,000	15,000	15,000	15,000	15,000
Fire Commercial Inspections	58,115	45,422	40,000	55,000	45,000	45,000	45,000
Golf Contract	7,069	7,179	30,000	0	30,000	40,000	40,000
Golf Concessions	0	0	0	4,690	0	0	0
Golf Pro Shop Rental	0	0	0	0	0	0	0
Green Fees	0	0	0	0	0	0	0
Hous. Inspect. Min. Rental	97,945	72,870	100,000	102,636	100,000	105,000	110,000
Library - Copy Machine	7,906	5,465	7,000	6,138	7,000	7,000	7,000
Library - Director Salary Reimburse.	325	731	0	0	0	0	0
Library - Fines & Fees	31,760	14,324	0	2,000	0	0	0
Library - Lost & Paid Books	2,803	2,417	2,500	2,500	2,500	2,500	2,500
Library - Open Access Funds	12,882	13,529	12,000	12,000	12,000	12,000	12,000
Library - Friends Reimbursement	219,759	127,280	60,000	60,000	60,000	60,000	60,000
Library - Donations & Sponsorship	5,037	1,283	40,000	22,697	30,000	30,000	30,000
Mechanical Inspections	88,125	80,530	90,000	94,404	90,000	90,000	90,000
Park Receipts	3,381	5,961	5,000	2,440	5,000	5,000	5,000
Planning & Zoning Fees	28,596	33,310	30,000	37,579	35,000	35,000	40,000
Plumbing Inspections	86,309	76,598	95,000	89,968	95,000	95,000	95,000
Police Receipts	59,026	56,004	35,000	32,432	35,000	35,000	35,000
Print Shop Receipts	0	0	0	0	0	0	0
Recreation Receipts	641,639	432,300	675,000	288,561	675,000	680,000	685,000
Subdivision Inspections	78,733	79,923	80,000	95,000	83,000	85,000	87,000
Swimming Pool Receipts	601,809	373,925	550,000	316,248	550,000	560,000	570,000
<b>Total Charges for Services</b>	<b>2,277,106</b>	<b>1,605,853</b>	<b>2,062,550</b>	<b>1,419,256</b>	<b>2,080,550</b>	<b>2,113,600</b>	<b>2,141,600</b>
<b>Miscellaneous</b>							
Cafeteria Plan	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	\$15,000
Donations - Cultural Equipment	2,188	4,992	1,000	968	1,000	1,000	1,000
Miscellaneous Receipts	21,369	58,140	40,000	60,532	60,000	60,000	60,000
Fines & Forfeitures	159,847	149,801	125,000	96,690	125,000	125,000	125,000
Public Buildings	5,095	76	5,000	2,000	5,000	5,000	5,000
<b>Total Miscellaneous</b>	<b>\$188,499</b>	<b>\$213,009</b>	<b>\$186,000</b>	<b>\$160,190</b>	<b>\$206,000</b>	<b>\$206,000</b>	<b>\$206,000</b>
<b>Transfers</b>							
Engineering Design	\$0	\$0	\$400,000	\$0	\$400,000	\$400,000	\$400,000
Transfer - Leg/Admin/Mgt	569,180	604,780	702,160	702,160	747,080	769,480	792,560
Transfer - Public Bldg. Maint.	74,802	77,842	77,860	77,860	78,020	80,360	82,760
Transfer - Street Lighting	0	0	0	0	0	0	0
Transfer - Trust & Agency	2,095,937	1,177,944	2,626,090	2,599,829	2,483,090	2,557,580	2,634,310
<b>Total Transfers</b>	<b>\$2,739,919</b>	<b>\$1,860,566</b>	<b>\$3,806,110</b>	<b>\$3,379,849</b>	<b>\$3,708,190</b>	<b>\$3,807,420</b>	<b>\$3,909,630</b>
<b>Total Revenues</b>	<b>\$27,012,035</b>	<b>\$25,797,184</b>	<b>\$28,415,490</b>	<b>\$27,626,353</b>	<b>\$27,827,670</b>	<b>\$28,971,510</b>	<b>\$29,621,750</b>

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**CITY OF CEDAR FALLS  
REVENUE SUMMARY  
GENERAL FUND  
FOR FISCAL YEARS 2019 – 2024**

**TAXES LEVIED ON PROPERTY** – In FY22, the state of Iowa increased the rollback of assessed value on residential property from 55.07% to 56.41% to arrive at taxable valuation. Assessed valuations in the City of Cedar Falls increased by \$90,730,506. Taxable valuations, decreased by \$3,023,160 due to the increase in TIF certifications. The decrease in taxable value resulted in an decrease in General Fund property tax revenues of \$24,490 in FY22.

**OTHER CITY TAXES** – The Hotel/Motel tax revenues continue a steady increase due to an improving local economy, which resulted in an increase in sales.

**LICENSES AND PERMITS** – As a rule, licenses and permits do not fluctuate significantly. The one exception to that is building permits. The City has been experiencing an increase in residential and commercial building activity and that is reflected in the increase in building permits from early in the 1990's to current.

**USE OF MONEY AND PROPERTY** – Interest rates fluctuate from year to year due to varying interest rates and investment balances.

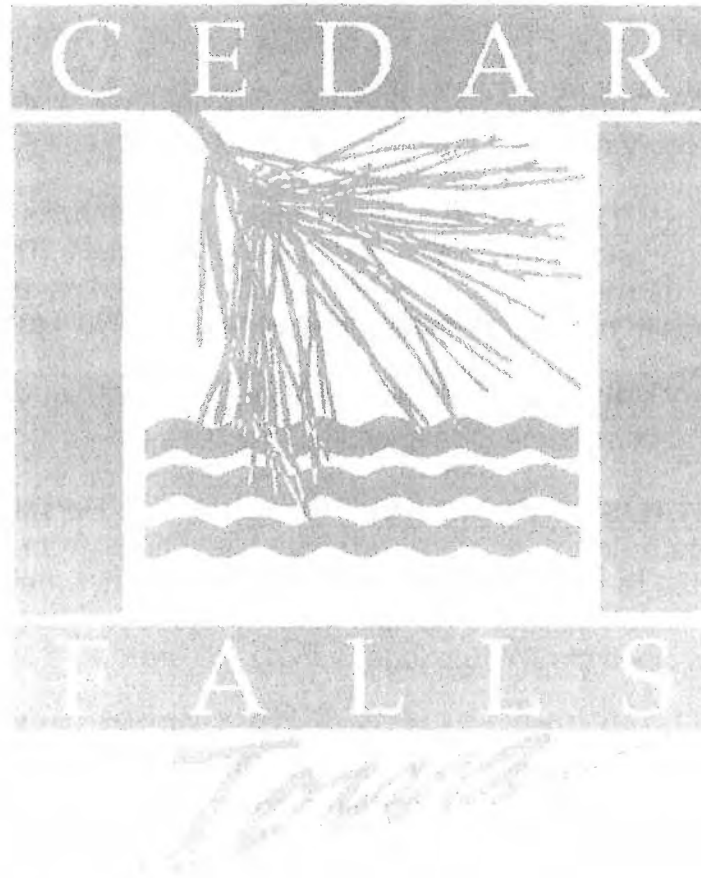
**INTERGOVERNMENTAL/STATE SHARED REVENUE** – Personal Property Tax Replacement and Population Allocation are shared revenues from the State general fund and are distributed to the cities based on population. After the City's budget was certified in FY04, the state legislature cut this funding to cities. Therefore, this revenue has not been included since the FY05 budget.

**INTERGOVERNMENTAL/OTHER STATE GRANTS & REIMBURSEMENTS** – All City departments are encouraged to apply for state and federal grants to supplement other revenues. The City has experienced a certain amount of success in acquiring cultural and public safety grants. New since FY15 is the State Backfill which is included in this category. This amount represents some of the loss caused by the rollback on commercial properties. For FY22, the City is not budgeting to receive the backfill.

**INTERGOVERNMENTAL/LOCAL GRANTS & REIMBURSEMENTS** – The City of Cedar Falls provides services to other entities in the City, such as fire and police protection to the University of Northern Iowa. These have increased annually along with increases in the student population. The Cedar Falls Utilities transfers a percentage of their profits to the City per resolution. This amount has remained stable over the past few years.

**MISCELLANEOUS** – State regulators require that all these items be categorized as miscellaneous revenues. Fluctuations in the miscellaneous areas are a result of normal activity.

**TRANSFERS** – Transfers are transactions between funds of the City, including the transfer from the Trust and Agency levy that levies for benefits outside of the \$8.10 limit.



Genfund

18-Jan-21

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
CITY COUNCIL**

Division: Admin/Leg/Misc.  
Fund: General (101.1168 & 1199)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	1,144,725	1,155,749	158,220	777,671	<b>158,220</b>	188,176	180,221
General	152,796	44,295	245,523	172,098	<b>212,374</b>	255,406	218,412
Property Tax	2,937,625	1,649,055	2,682,587	1,065,540	<b>2,259,976</b>	2,206,093	2,471,578
<b>Total</b>	<b>\$4,235,146</b>	<b>\$2,849,099</b>	<b>\$3,086,330</b>	<b>\$2,015,309</b>	<b>\$2,630,570</b>	<b>\$2,649,675</b>	<b>\$2,870,211</b>
<b>% Of Total Property Tax Levy</b>	14.63%	8.23%	11.90%	5.10%	<b>10.09%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	47,121	47,783	51,180	51,180	<b>52,410</b>	53,980	55,590
Commodities	20,661	32,243	0	18,246	0	0	0
Service Charges	709,043	797,824	1,034,260	1,244,993	<b>927,160</b>	945,695	964,621
Capital Outlay	0	0	1,900,000	600,000	<b>1,450,000</b>	1,350,000	1,450,000
Transfer	3,458,321	1,971,249	100,890	100,890	<b>201,000</b>	300,000	400,000
<b>Total</b>	<b>\$4,235,146</b>	<b>\$2,849,099</b>	<b>\$3,086,330</b>	<b>\$2,015,309</b>	<b>\$2,630,570</b>	<b>\$2,649,675</b>	<b>\$2,870,211</b>



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
MAYOR**

Division: Mayor's Office  
Fund: General (101.1158)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	117,827	127,264	36,800	59,684	<b>36,800</b>	65,637	67,605
General	4,204	3,198	9,810	5,310	<b>10,052</b>	8,793	7,103
Property Tax	18,059	9,087	105,160	78,217	<b>105,338</b>	81,871	85,831
<b>Total</b>	<b>\$140,091</b>	<b>\$139,548</b>	<b>\$151,770</b>	<b>\$143,211</b>	<b>\$152,190</b>	<b>\$156,300</b>	<b>\$160,540</b>
<b>% Of Total Property Tax Levy</b>	0.09%	0.05%	0.47%	0.37%	<b>0.47%</b>		

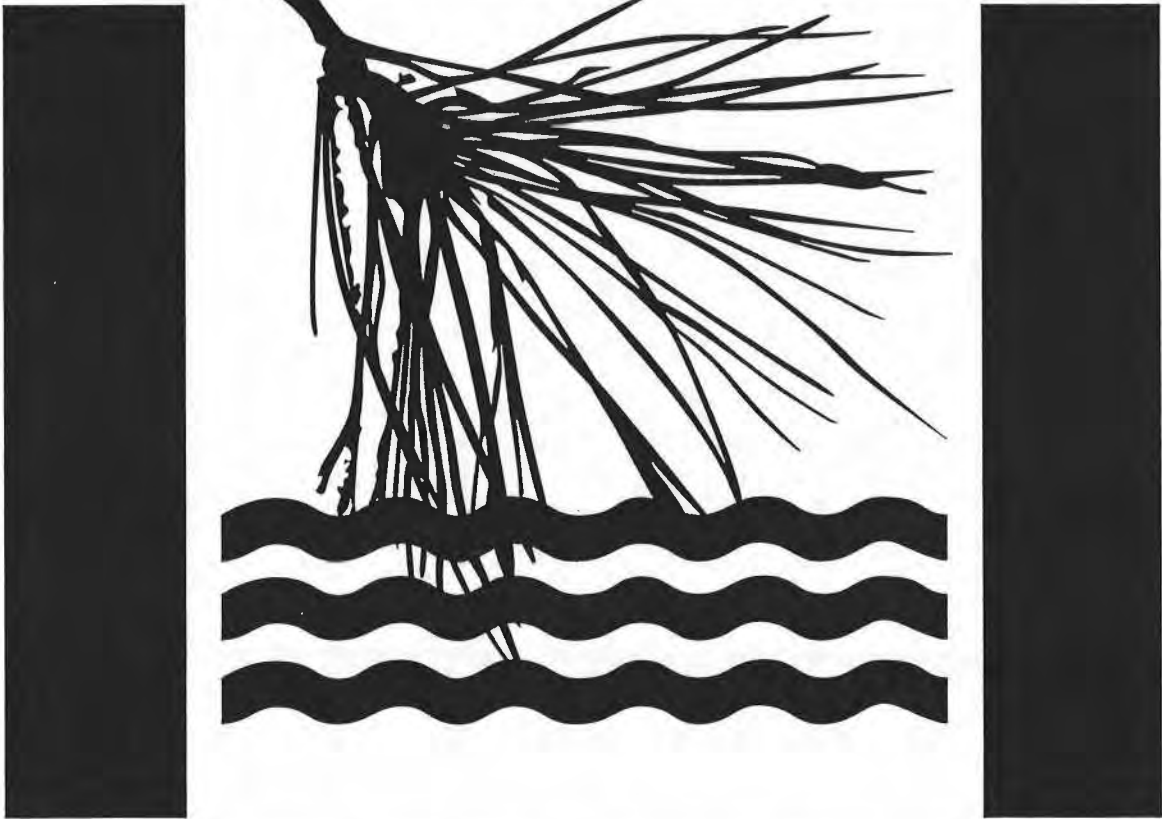
Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	128,615	130,138	133,100	133,100	<b>137,080</b>	141,190	145,430
Commodities	992	712	3,800	1,221	<b>3,800</b>	3,800	3,800
Service Charges	10,484	8,698	14,370	8,390	<b>10,810</b>	10,810	10,810
Capital Outlay	0	0	500	500	<b>500</b>	500	500
<b>Total</b>	<b>\$140,091</b>	<b>\$139,548</b>	<b>\$151,770</b>	<b>\$143,211</b>	<b>\$152,190</b>	<b>\$156,300</b>	<b>\$160,540</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.08	1.08	1.08	1.08	<b>1.10</b>	1.10	1.10
Part-Time	0.00	0.00	0.00	0.00	<b>0.00</b>	0.00	0.00
<b>Total</b>	<b>1.08</b>	<b>1.08</b>	<b>1.08</b>	<b>1.08</b>	<b>1.10</b>	<b>1.10</b>	<b>1.10</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.

City  
Administrator  
\$658,710

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**CITY OF CEDAR FALLS  
FY2022 BUDGET  
CITY ADMINISTRATOR**

Division: City Administrator  
Fund: General (101.1118)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	233,904	390,520	92,172	121,144	<b>96,510</b>	137,117	67,605
General	6,774	11,051	50,729	39,516	<b>54,246</b>	62,279	7,103
Property Tax	37,487	39,044	479,049	458,336	<b>507,954</b>	473,394	612,591
<b>Total</b>	<b>\$278,165</b>	<b>\$440,615</b>	<b>\$621,950</b>	<b>\$618,996</b>	<b>\$658,710</b>	<b>\$672,790</b>	<b>\$687,300</b>
<b>% Of Total Property Tax Levy</b>	0.19%	0.20%	2.12%	2.19%	<b>2.27%</b>		

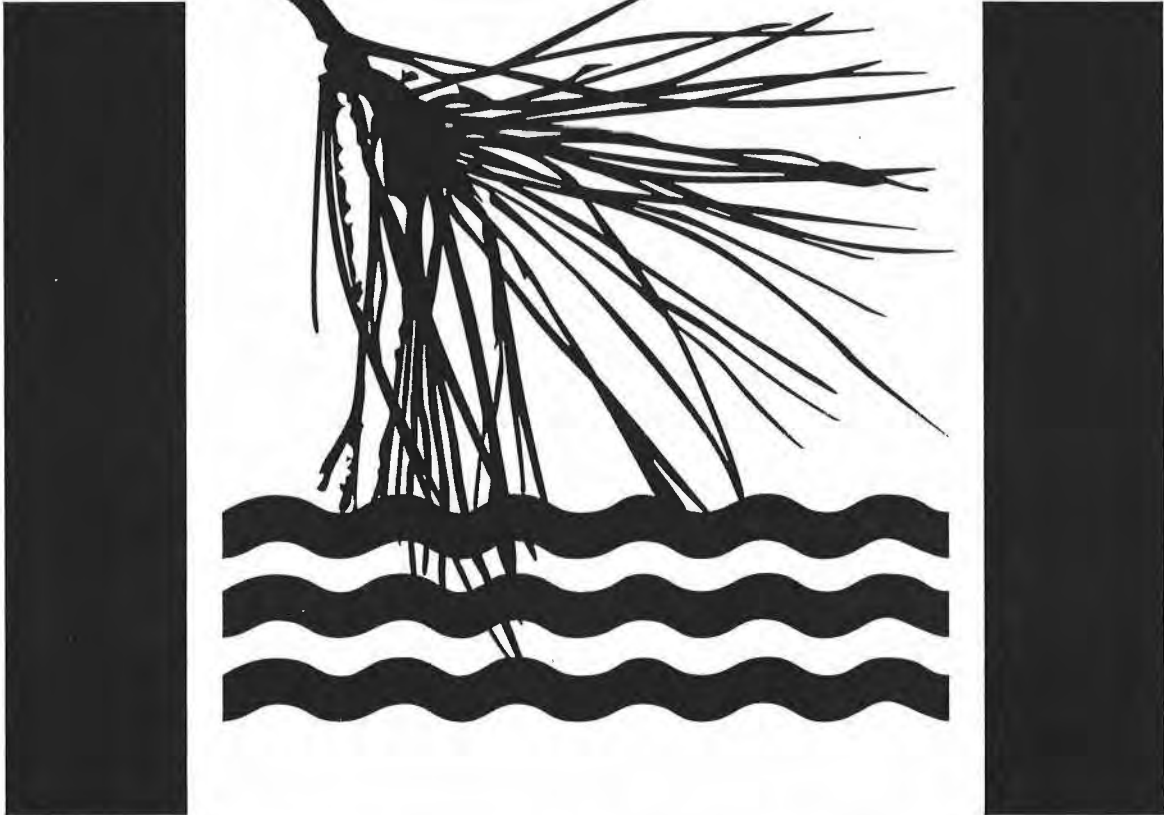
Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	230,074	422,657	439,840	447,218	<b>469,420</b>	483,500	498,010
Commodities	349	614	500	257	<b>500</b>	500	500
Service Charges	47,742	17,344	181,010	170,921	<b>188,190</b>	188,190	188,190
Capital Outlay	0	0	600	600	<b>600</b>	600	600
<b>Total</b>	<b>\$278,165</b>	<b>\$440,615</b>	<b>\$621,950</b>	<b>\$618,996</b>	<b>\$658,710</b>	<b>\$672,790</b>	<b>\$687,300</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.02	3.02	3.02	3.02	<b>3.05</b>	3.05	3.05
Part-Time	0.00	0.00	0.00	0.00	<b>0.00</b>	0.00	0.00
<b>Total</b>	<b>1.02</b>	<b>3.02</b>	<b>3.02</b>	<b>3.02</b>	<b>3.05</b>	<b>3.05</b>	<b>3.05</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.

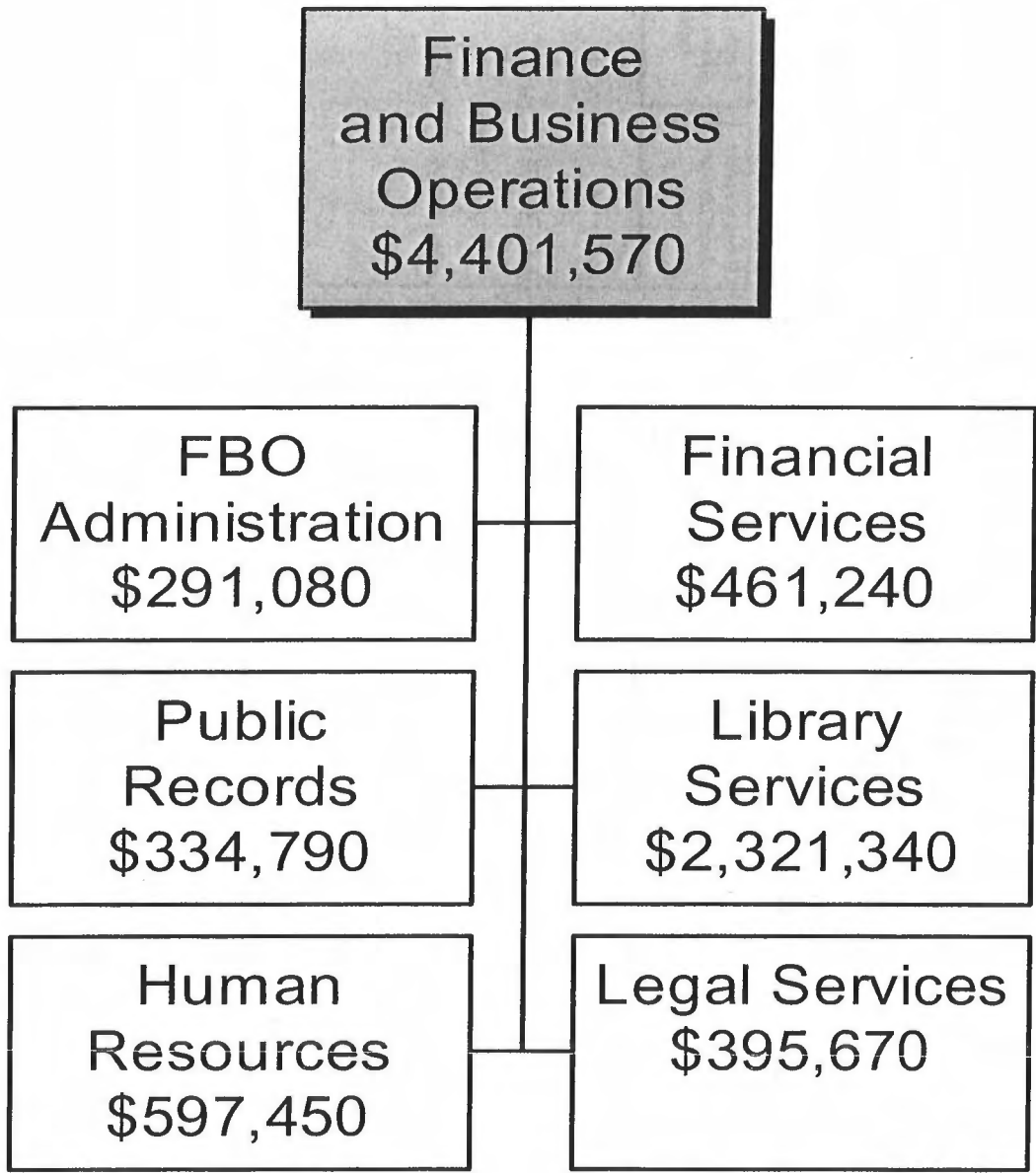


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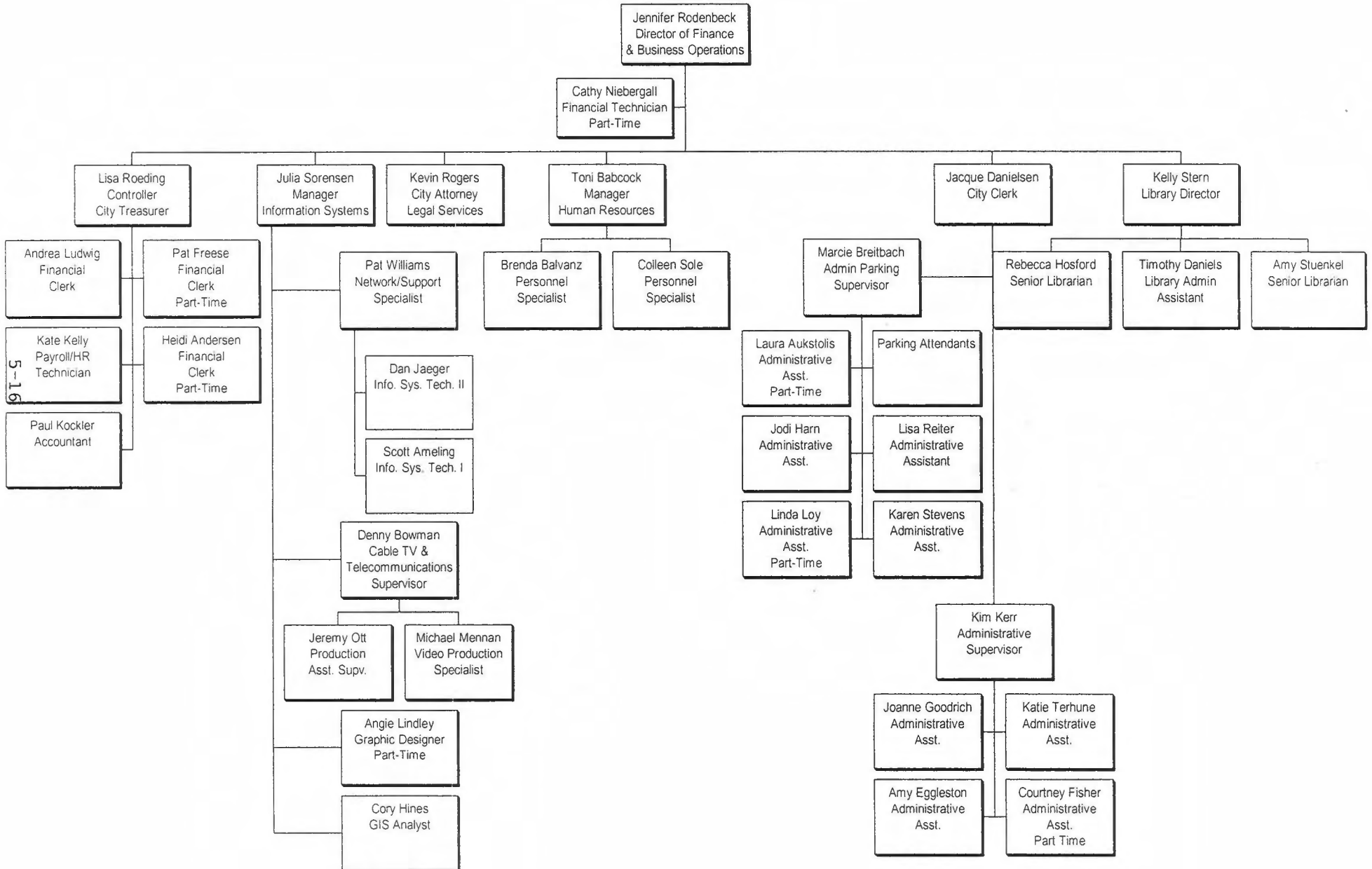


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### City of Cedar Falls, Iowa Finance & Business Operations



5-16

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Administration  
Fund: General (101.1028)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	0	0	0	0	61,750	66,363	54,823
General	0	0	26,065	20,897	21,435	26,507	22,966
Property Tax	0	0	248,275	243,424	207,895	206,461	230,042
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$274,340</b>	<b>\$264,321</b>	<b>\$291,080</b>	<b>\$299,330</b>	<b>\$307,830</b>
% Of Total Property Tax Levy	0.00%	0.00%	1.10%	1.16%	0.93%		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	0	0	266,460	259,551	275,060	283,310	291,810
Commodities	0	0	600	975	400	400	400
Service Charges	0	0	6,780	3,295	15,120	15,120	15,120
Capital Outlay	0	0	500	500	500	500	500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$274,340</b>	<b>\$264,321</b>	<b>\$291,080</b>	<b>\$299,330</b>	<b>\$307,830</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Part-Time	0.73	0.73	0.73	0.73	0.73	0.73	0.73
<b>Total</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>	<b>1.73</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Financial Services  
Fund: General (101.1028)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	387,053	416,153	274,420	346,745	<b>223,515</b>	343,140	339,451
General	26,615	20,128	48,281	30,997	<b>17,755</b>	6,752	6,817
Property Tax	504,480	485,665	517,029	432,091	<b>219,970</b>	124,018	140,172
<b>Total</b>	<b>\$918,148</b>	<b>\$921,946</b>	<b>\$839,730</b>	<b>\$809,833</b>	<b>\$461,240</b>	<b>\$473,910</b>	<b>\$486,440</b>
<b>% Of Total Property Tax Levy</b>	2.53%	2.44%	2.29%	2.06%	<b>0.98%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	696,734	727,063	606,000	580,580	<b>405,650</b>	417,820	430,350
Commodities	7,282	7,045	12,200	7,250	<b>12,200</b>	12,200	12,200
Service Charges	214,132	187,838	218,530	219,003	<b>40,390</b>	40,390	40,390
Capital Outlay	0	0	3,000	3,000	<b>3,000</b>	3,500	3,500
<b>Total</b>	<b>\$918,148</b>	<b>\$921,946</b>	<b>\$839,730</b>	<b>\$809,833</b>	<b>\$461,240</b>	<b>\$473,910</b>	<b>\$486,440</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	4.35	4.40	5.73	3.73	<b>3.73</b>	3.73	3.73
Part-Time	1.24	0.93	0.98	0.98	<b>0.98</b>	0.98	0.98
<b>Total</b>	<b>5.59</b>	<b>5.33</b>	<b>6.71</b>	<b>4.71</b>	<b>4.71</b>	<b>4.71</b>	<b>4.71</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Human Resources  
Fund: General (101.1038)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	0	0	0	0	0	0	0
General	0	0	0	0	59,345	73,614	59,086
Property Tax	0	0	0	0	538,105	534,446	559,904
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$597,450</b>	<b>\$608,060</b>	<b>\$618,990</b>
<b>% Of Total Property Tax Levy</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>2.40%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	0	0	0	0	353,700	364,310	375,240
Commodities	0	0	0	0	1,500	1,500	1,500
Service Charges	0	0	0	0	241,750	241,750	241,750
Capital Outlay	0	0	0	0	500	500	500
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$597,450</b>	<b>\$608,060</b>	<b>\$618,990</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	0.00	0.00	0.00	3.00	3.00	3.00	3.00
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.

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CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Division: FBO/Legal Services  
Fund: General (101.1048)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	138,398	145,050	110,390	161,336	<b>110,390</b>	187,095	192,332
General	17,645	15,398	39,675	31,044	<b>28,360</b>	24,862	19,649
Property Tax	312,867	364,088	365,795	351,036	<b>256,920</b>	189,893	196,239
<b>Total</b>	<b>\$468,911</b>	<b>\$524,536</b>	<b>\$515,860</b>	<b>\$543,415</b>	<b>\$395,670</b>	<b>\$401,850</b>	<b>\$408,220</b>
<b>% Of Total Property Tax Levy</b>	1.56%	1.82%	1.62%	1.67%	<b>1.15%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	269,602	280,826	291,440	298,335	<b>206,110</b>	212,290	218,660
Commodities	7,988	8,311	9,490	7,080	<b>11,350</b>	11,350	11,350
Service Charges	190,785	235,399	214,930	238,000	<b>178,210</b>	178,210	178,210
Capital Outlay	536	0	0	0	0	0	0
<b>Total</b>	<b>\$468,911</b>	<b>\$524,536</b>	<b>\$515,860</b>	<b>\$543,415</b>	<b>\$395,670</b>	<b>\$401,850</b>	<b>\$408,220</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	2.10	2.10	2.10	1.10	<b>1.12</b>	1.12	1.12
Part-Time	0.00	0.00	0.00	0.00	<b>0.00</b>	0.00	0.00
<b>Total</b>	<b>2.10</b>	<b>2.10</b>	<b>2.10</b>	<b>1.10</b>	<b>1.12</b>	<b>1.12</b>	<b>1.12</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Public Records  
Fund: General (101.1008)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	227,605	238,120	197,218	253,865	<b>215,725</b>	271,903	261,512
General	747	832	8,648	45	<b>6,101</b>	780	2,549
Property Tax	60,521	46,404	135,004	65,542	<b>112,964</b>	71,367	89,529
<b>Total</b>	<b>\$288,873</b>	<b>\$285,355</b>	<b>\$340,870</b>	<b>\$319,452</b>	<b>\$334,790</b>	<b>\$344,050</b>	<b>\$353,590</b>
<b>% Of Total Property Tax Levy</b>	0.30%	0.23%	0.60%	0.31%	<b>0.50%</b>		

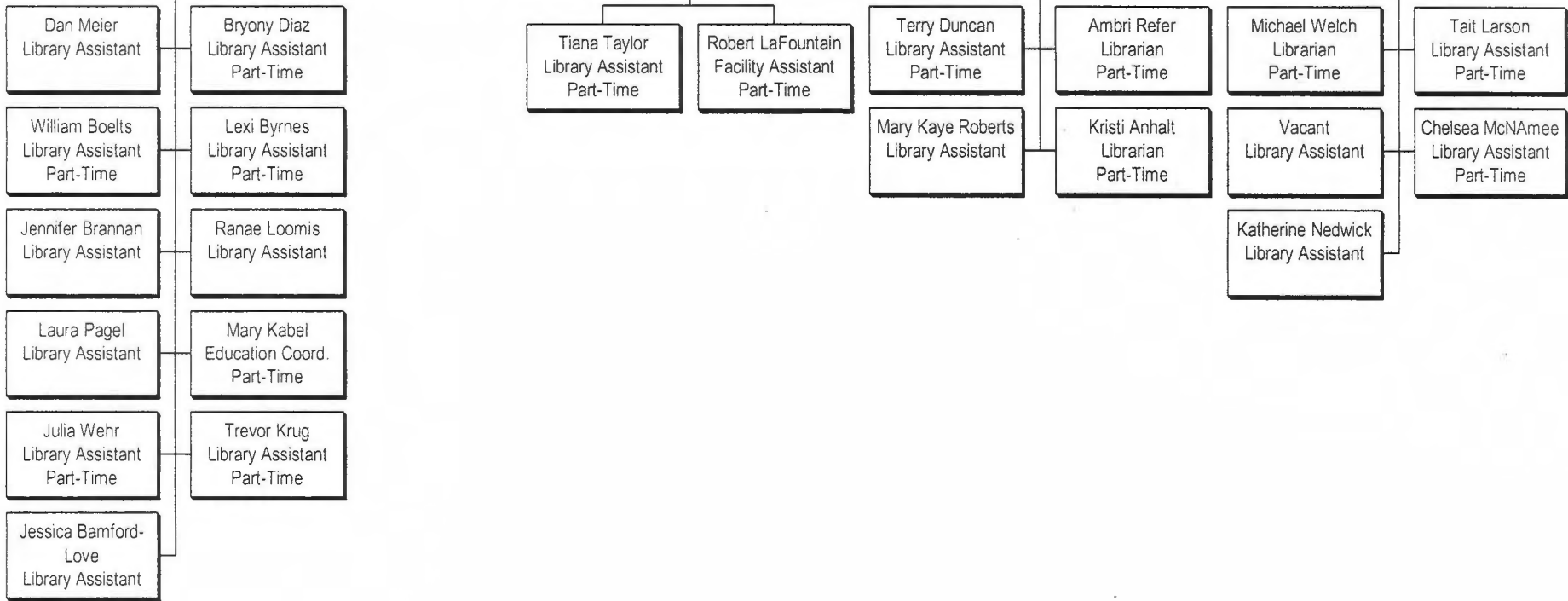
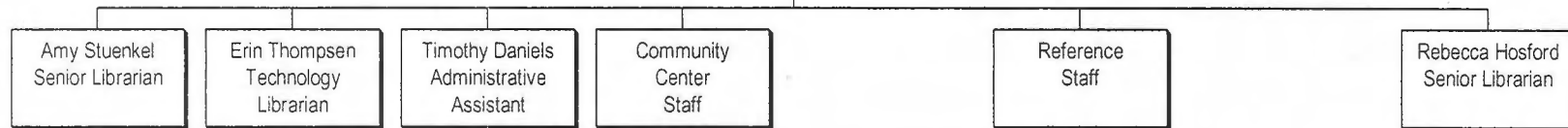
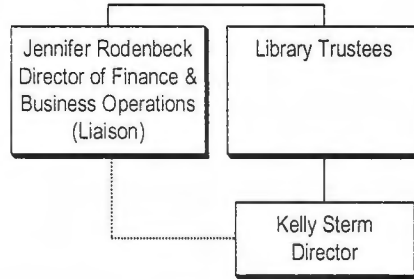
Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	269,092	268,043	316,670	302,043	<b>308,710</b>	317,970	327,510
Commodities	4,917	3,671	6,000	3,510	<b>6,000</b>	6,000	6,000
Service Charges	14,864	13,641	16,700	12,399	<b>18,580</b>	18,580	18,580
Capital Outlay	0	0	1,500	1,500	<b>1,500</b>	1,500	1,500
<b>Total</b>	<b>\$288,873</b>	<b>\$285,355</b>	<b>\$340,870</b>	<b>\$319,452</b>	<b>\$334,790</b>	<b>\$344,050</b>	<b>\$353,590</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	2.72	2.77	3.00	3.00	<b>3.43</b>	3.43	3.43
Part-Time	0.99	1.06	1.24	1.24	<b>0.41</b>	0.41	0.41
<b>Total</b>	<b>3.71</b>	<b>3.83</b>	<b>4.24</b>	<b>4.24</b>	<b>3.84</b>	<b>3.84</b>	<b>3.84</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full time equivalents (FTE) and not actual positions available.



### City of Cedar Falls, Iowa Public Library/Community Center



5-22

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Library  
Fund: General (101.3460)  
Program: Culture & Recreation

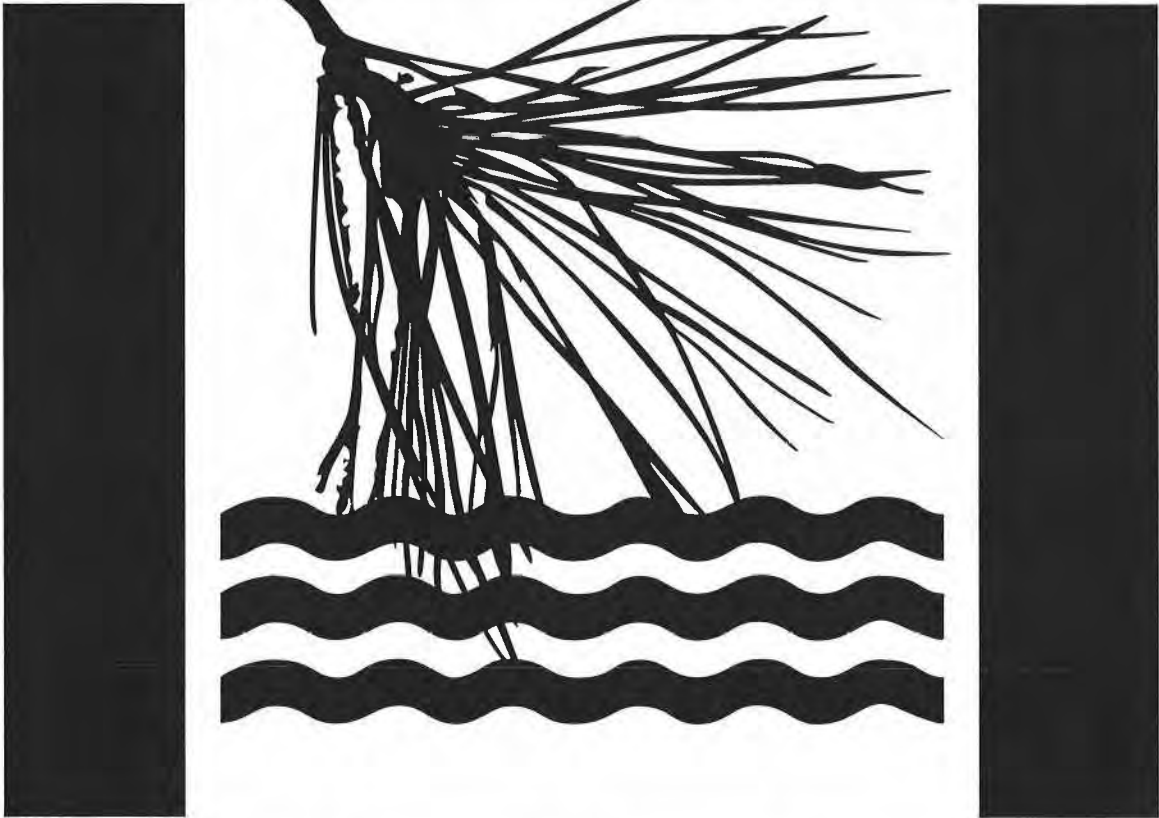
Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	309,413	197,178	142,500	130,335	<b>141,500</b>	142,500	143,500
General	65,804	52,992	148,963	119,026	<b>158,306</b>	196,350	157,183
Property Tax	1,660,817	1,803,995	1,968,167	1,931,004	<b>2,021,534</b>	2,029,240	2,111,807
<b>Total</b>	<b>\$2,036,035</b>	<b>\$2,054,165</b>	<b>\$2,259,630</b>	<b>\$2,180,365</b>	<b>\$2,321,340</b>	<b>\$2,368,090</b>	<b>\$2,412,490</b>
<b>% Of Total Property Tax Levy</b>	8.28%	9.04%	8.73%	9.21%	<b>9.03%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,139,018	1,240,944	1,382,800	1,327,172	<b>1,437,050</b>	1,480,160	1,524,560
Commodities	42,030	39,045	65,500	40,701	<b>65,700</b>	65,700	65,700
Services and Charges	694,359	590,493	611,890	613,052	<b>610,420</b>	610,420	610,420
Capital Outlay	18,816	32,376	29,460	29,460	<b>21,360</b>	25,000	25,000
Transfer	141,812	151,307	169,980	169,980	<b>186,810</b>	186,810	186,810
<b>Total</b>	<b>\$2,036,035</b>	<b>\$2,054,165</b>	<b>\$2,259,630</b>	<b>\$2,180,365</b>	<b>\$2,321,340</b>	<b>\$2,368,090</b>	<b>\$2,412,490</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	11.00	11.00	12.00	12.00	<b>12.00</b>	12.00	12.00
Part-Time	11.93	12.97	13.46	13.46	<b>12.69</b>	12.69	12.69
<b>Total</b>	<b>22.93</b>	<b>23.97</b>	<b>25.46</b>	<b>25.46</b>	<b>24.69</b>	<b>24.69</b>	<b>24.69</b>

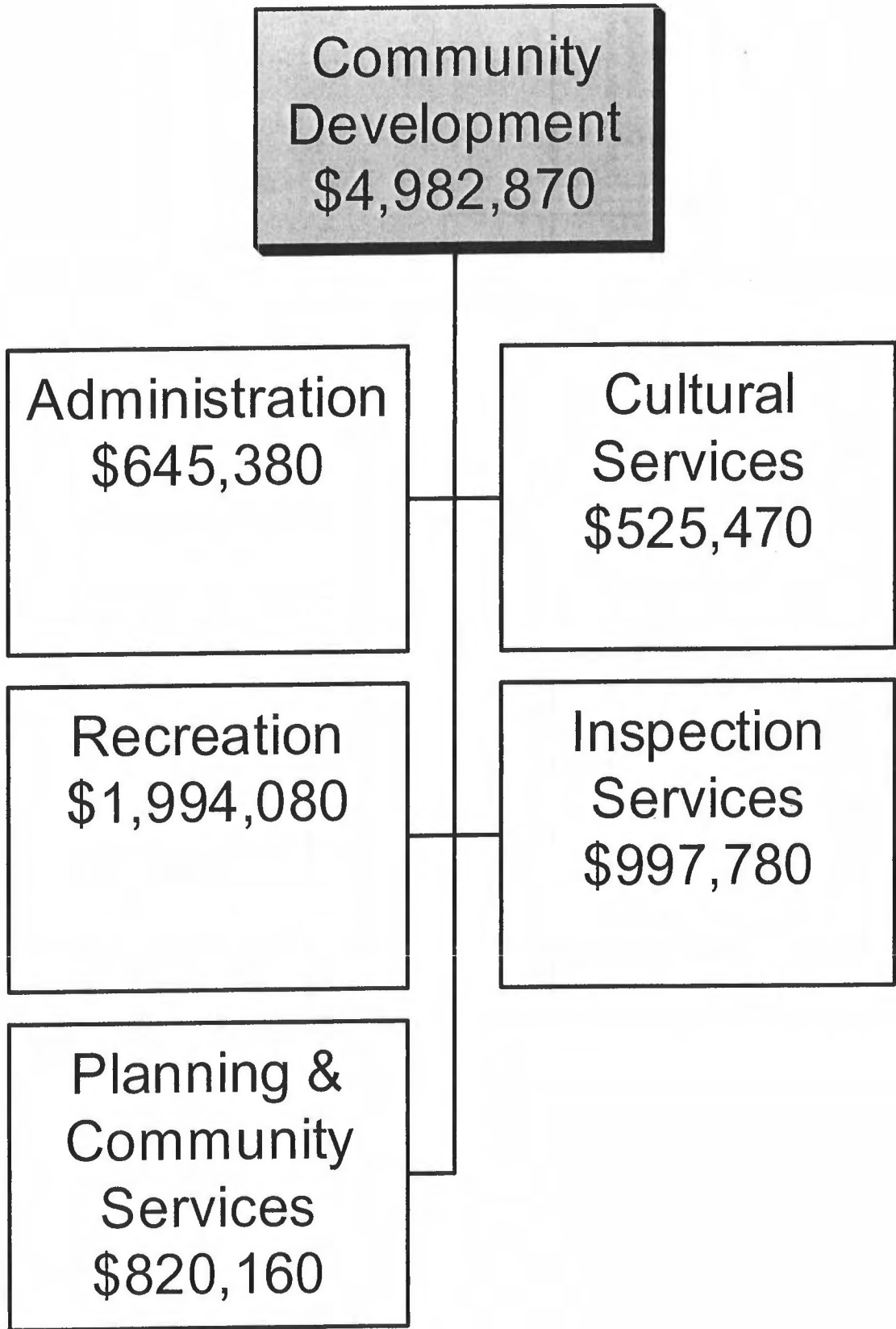
NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

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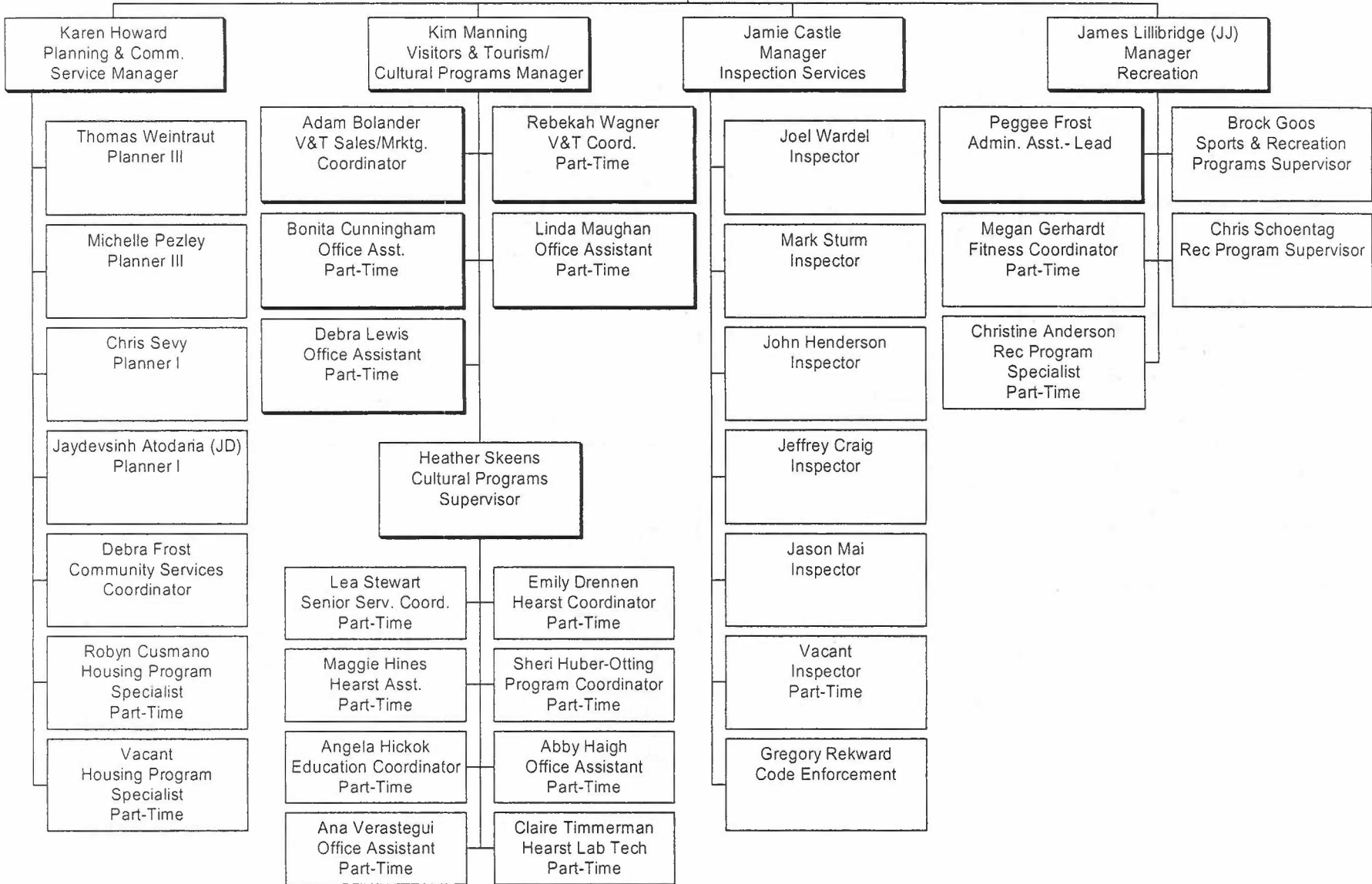
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### City of Cedar Falls Community Development

Stephanie Houk Sheetz  
Director of  
Community Development



5-25

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: CD/Administration  
Fund: General (101.2205)  
Program: Community and Economic Development

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	0	0	647,500	571,111	<b>323,750</b>	651,200	658,600
General	9,762	7,423	27,813	15,365	<b>28,795</b>	32,063	25,047
Property Tax	174,523	179,657	288,457	215,215	<b>292,835</b>	267,827	273,223
<b>Total</b>	<b>\$184,285</b>	<b>\$187,080</b>	<b>\$963,770</b>	<b>\$801,691</b>	<b>\$645,380</b>	<b>\$951,090</b>	<b>\$956,870</b>
<b>% Of Total Property Tax Levy</b>	0.87%	0.90%	1.28%	1.03%	<b>1.31%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	172,236	176,268	181,090	175,555	<b>187,080</b>	192,690	198,470
Commodities	1,279	725	4,380	743	<b>4,380</b>	4,380	4,380
Services and Charges	10,770	10,087	778,200	625,293	<b>453,920</b>	753,920	753,920
Capital Outlay	0	0	100	100	<b>0</b>	100	100
<b>Total</b>	<b>\$184,285</b>	<b>\$187,080</b>	<b>\$963,770</b>	<b>\$801,691</b>	<b>\$645,380</b>	<b>\$951,090</b>	<b>\$956,870</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.17	1.15	1.05	1.05	<b>1.05</b>	1.05	1.05
Part-Time	0.00	0.00	0.00	0.00	<b>0.00</b>	0.00	0.00
<b>Total</b>	<b>1.17</b>	<b>1.15</b>	<b>1.05</b>	<b>1.05</b>	<b>1.05</b>	<b>1.05</b>	<b>1.05</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: CD/Admin-MOP  
Fund: General (101.3403)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	649,626	575,821	0	0	0	0	0
General	11,422	4,675	0	0	0	0	0
Property Tax	229,540	168,811	0	0	0	0	0
<b>Total</b>	<b>\$890,587</b>	<b>\$749,307</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>% Of Total Property Tax Levy</b>	1.14%	0.85%	0.00%	0.00%	0.00%	0.00%	

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	157,748	57,511	0	0	0	0	0
Commodities	21	0	0	0	0	0	0
Services and Charges	732,818	691,796	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0	0
<b>Total</b>	<b>\$890,587</b>	<b>\$749,307</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.50	1.50	0.00	0.00	0.00	0.00	0.00
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>1.50</b>	<b>1.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: CD/Inspection Services  
Fund: General (101.2235)  
Program: Public Safety

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	561,019	486,526	640,000	630,344	<b>660,000</b>	705,000	875,124
General	11,227	13,976	15,627	6,575	<b>19,329</b>	20,293	0
Property Tax	314,571	395,332	291,923	229,485	<b>318,451</b>	298,247	174,945
<b>Total</b>	<b>\$886,817</b>	<b>\$895,835</b>	<b>\$947,550</b>	<b>\$866,405</b>	<b>\$997,780</b>	<b>\$1,023,540</b>	<b>\$1,050,070</b>
<b>% Of Total Property Tax Levy</b>	1.57%	1.98%	1.30%	1.09%	<b>1.42%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	800,904	791,271	812,360	744,865	<b>858,610</b>	884,370	910,900
Commodities	8,631	24,496	22,980	30,327	<b>32,700</b>	32,700	32,700
Services and Charges	77,282	80,068	111,460	90,462	<b>105,720</b>	105,720	105,720
Capital Outlay	0	0	750	750	<b>750</b>	750	750
<b>Total</b>	<b>\$886,817</b>	<b>\$895,835</b>	<b>\$947,550</b>	<b>\$866,405</b>	<b>\$997,780</b>	<b>\$1,023,540</b>	<b>\$1,050,070</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	7.50	8.87	8.62	8.62	<b>8.55</b>	8.55	8.55
Part-Time	0.34	1.18	0.79	0.79	<b>1.31</b>	1.31	1.31
<b>Total</b>	<b>7.84</b>	<b>10.05</b>	<b>9.41</b>	<b>9.41</b>	<b>9.86</b>	<b>9.86</b>	<b>9.86</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: CD/Planning & Community Services  
Fund: General (101.2245)  
Program: Community & Econ. Dev.

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	301,131	264,647	415,000	442,379	<b>435,000</b>	260,000	265,000
General	21,191	12,603	45,348	24,498	<b>33,601</b>	66,775	53,717
Property Tax	412,796	315,523	468,412	343,645	<b>351,559</b>	509,675	534,513
<b>Total</b>	<b>\$735,118</b>	<b>\$592,773</b>	<b>\$928,760</b>	<b>\$810,523</b>	<b>\$820,160</b>	<b>\$836,450</b>	<b>\$853,230</b>
<b>% Of Total Property Tax Levy</b>	0.11%	0.06%	2.08%	1.64%	<b>1.57%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	460,214	382,342	561,040	458,711	<b>543,120</b>	559,410	576,190
Commodities	4,333	4,921	10,400	4,480	<b>10,400</b>	10,400	10,400
Services and Charges	270,571	205,510	357,230	347,242	<b>266,550</b>	266,550	266,550
Capital Outlay	0	0	90	90	<b>90</b>	90	90
<b>Total</b>	<b>\$735,118</b>	<b>\$592,773</b>	<b>\$928,760</b>	<b>\$810,523</b>	<b>\$820,160</b>	<b>\$836,450</b>	<b>\$853,230</b>

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Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	5.88	4.45	5.55	5.55	<b>5.55</b>	5.55	5.55
Part-Time	0.10	0.10	0.10	0.10	<b>0.10</b>	0.10	0.10
<b>Total</b>	<b>5.98</b>	<b>4.55</b>	<b>5.65</b>	<b>5.65</b>	<b>5.65</b>	<b>5.65</b>	<b>5.65</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: CD/Cultural Services  
Fund: General (101.3480)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	170,907	170,907	200,800	168,535	<b>126,420</b>	202,700	205,400
General	17,671	17,671	32,485	20,037	<b>39,617</b>	37,453	30,436
Property Tax	281,743	256,222	310,705	245,887	<b>359,433</b>	283,037	299,424
<b>Total</b>	<b>\$470,321</b>	<b>\$444,800</b>	<b>\$543,990</b>	<b>\$434,458</b>	<b>\$525,470</b>	<b>\$523,190</b>	<b>\$535,260</b>
<b>% Of Total Property Tax Levy</b>	1.41%	1.28%	1.37%	1.18%	<b>1.59%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	326,464	324,716	412,600	323,222	<b>390,680</b>	402,400	414,470
Commodities	22,934	19,947	23,600	18,862	<b>23,600</b>	23,600	23,600
Services and Charges	105,578	97,619	98,790	83,375	<b>97,190</b>	97,190	97,190
Capital Outlay	15,345	2,518	9,000	9,000	<b>14,000</b>	0	0
<b>Total</b>	<b>\$470,321</b>	<b>\$444,800</b>	<b>\$543,990</b>	<b>\$434,458</b>	<b>\$525,470</b>	<b>\$523,190</b>	<b>\$535,260</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.00	1.00	1.00	1.00	<b>1.00</b>	1.00	1.00
Part-Time	5.70	6.43	7.08	7.08	<b>6.35</b>	6.35	6.35
<b>Total</b>	<b>6.70</b>	<b>7.43</b>	<b>8.08</b>	<b>8.08</b>	<b>7.35</b>	<b>7.35</b>	<b>7.35</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

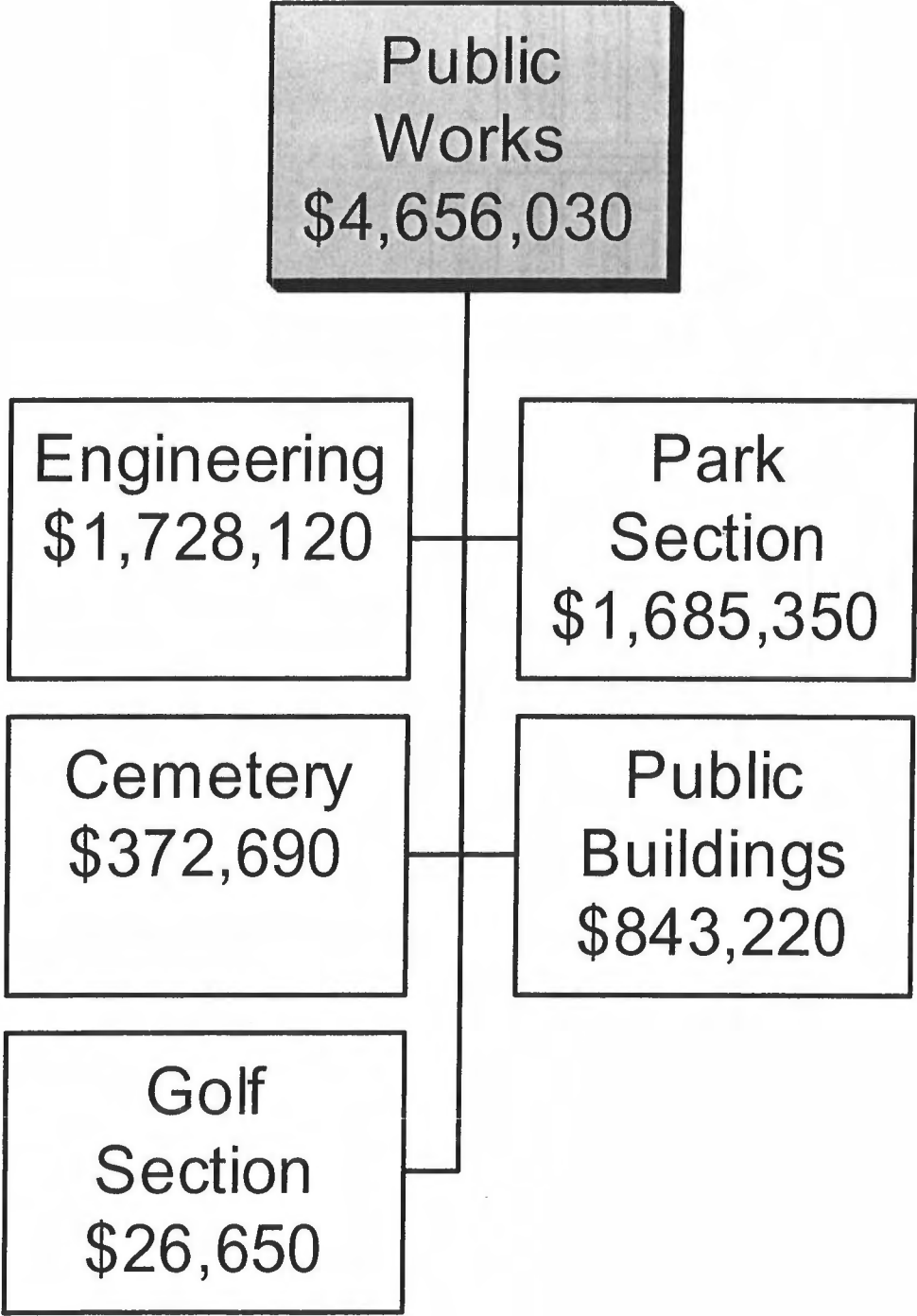
Division: CD/Recreation  
Fund: General (101.3453)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	1,291,357	1,291,357	1,225,000	604,809	<b>1,073,600</b>	1,230,000	1,245,000
General	24,290	11,770	65,884	75,612	<b>82,348</b>	83,569	67,949
Property Tax	515,178	351,377	726,806	936,539	<b>838,132</b>	718,241	757,721
<b>Total</b>	<b>\$1,830,825</b>	<b>\$1,654,504</b>	<b>\$2,017,690</b>	<b>\$1,616,960</b>	<b>\$1,994,080</b>	<b>\$2,031,810</b>	<b>\$2,070,670</b>
<b>% Of Total Property Tax Levy</b>	2.57%	1.76%	3.36%	4.47%	<b>3.74%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,047,080	1,059,210	1,281,850	1,065,725	<b>1,257,710</b>	1,295,440	1,334,300
Commodities	163,014	123,121	193,800	123,100	<b>188,010</b>	188,010	188,010
Services and Charges	486,069	472,173	542,040	428,135	<b>548,360</b>	548,360	548,360
Capital Outlay	14,662	0	0	0	<b>0</b>	0	0
Transfers	120,000	0	0	0	<b>0</b>	0	0
<b>Total</b>	<b>\$1,830,825</b>	<b>\$1,654,504</b>	<b>\$2,017,690</b>	<b>\$1,616,960</b>	<b>\$1,994,080</b>	<b>\$2,031,810</b>	<b>\$2,070,670</b>

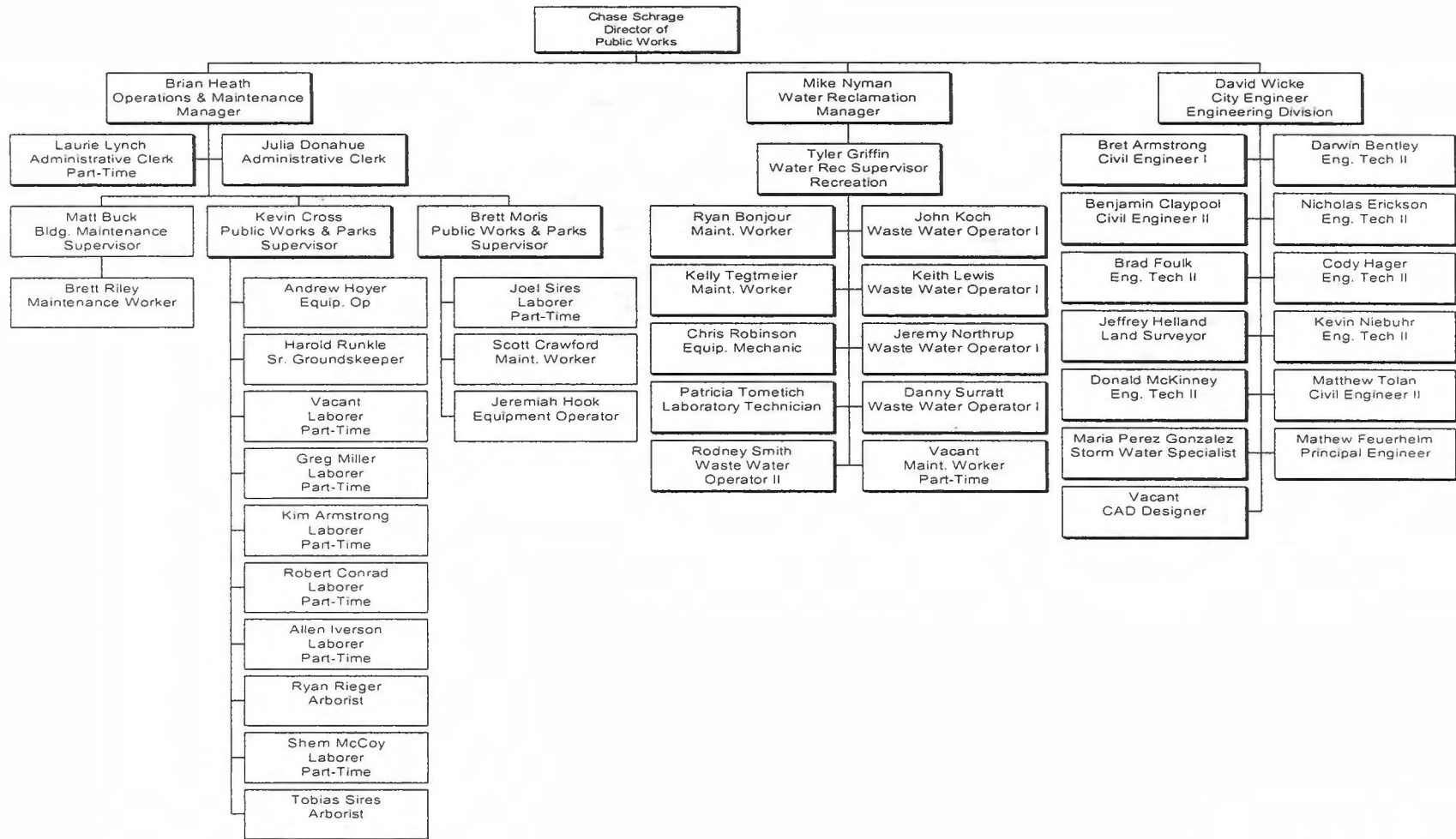
Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	3.00	4.00	4.00	4.00	<b>4.00</b>	4.00	4.00
Part-Time	30.96	30.23	30.96	30.96	<b>30.96</b>	30.96	30.96
<b>Total</b>	<b>33.96</b>	<b>34.23</b>	<b>34.96</b>	<b>34.96</b>	<b>34.96</b>	<b>34.96</b>	<b>34.96</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.





City of Cedar Falls  
Public Works



5-33

Financial Services  
January 14, 2021

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: PW/Engineering Services  
Fund: General (101.2225)  
Program: Public Works

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	442,113	388,373	735,000	392,000	<b>753,000</b>	770,000	772,000
General	46,747	45,251	73,116	84,906	<b>78,023</b>	98,059	81,398
Property Tax	939,225	1,123,605	876,374	1,118,227	<b>897,097</b>	906,051	968,072
<b>Total</b>	<b>\$1,428,084</b>	<b>\$1,557,228</b>	<b>\$1,684,490</b>	<b>\$1,595,133</b>	<b>\$1,728,120</b>	<b>\$1,774,110</b>	<b>\$1,821,470</b>
<b>% Of Total Property Tax Levy</b>	4.68%	5.63%	3.89%	5.33%	<b>4.01%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	957,051	1,231,688	1,483,490	1,401,644	<b>1,516,410</b>	1,561,900	1,608,760
Commodities	13,057	15,493	24,000	16,490	<b>26,400</b>	26,400	26,400
Services and Charges	394,740	310,047	172,000	172,000	<b>180,310</b>	180,810	181,310
Capital Outlay	63,236	0	5,000	5,000	<b>5,000</b>	5,000	5,000
<b>Total</b>	<b>\$1,428,084</b>	<b>\$1,557,228</b>	<b>\$1,684,490</b>	<b>\$1,595,133</b>	<b>\$1,728,120</b>	<b>\$1,774,110</b>	<b>\$1,821,470</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	12.58	12.43	13.71	13.71	<b>13.68</b>	13.68	13.68
Part-Time	0.49	0.65	1.05	1.05	<b>1.22</b>	1.22	1.22
<b>Total</b>	<b>13.07</b>	<b>13.08</b>	<b>14.76</b>	<b>14.76</b>	<b>14.90</b>	<b>14.90</b>	<b>14.90</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

Genfund2

18-Jan-21

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: PW/Cemetery  
Fund: General (101.3413)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	143,864	126,763	130,760	133,776	<b>134,430</b>	136,000	136,500
General	6,374	6,968	14,462	12,625	<b>19,089</b>	32,356	26,376
Property Tax	139,219	180,082	180,458	187,446	<b>219,171</b>	274,284	290,014
<b>Total</b>	<b>\$289,457</b>	<b>\$313,813</b>	<b>\$325,680</b>	<b>\$333,847</b>	<b>\$372,690</b>	<b>\$442,640</b>	<b>\$452,890</b>
<b>% Of Total Property Tax Levy</b>	0.69%	0.90%	0.80%	0.89%	<b>0.98%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	256,287	253,818	287,470	300,884	<b>331,620</b>	341,570	351,820
Commodities	9,663	2,537	15,000	14,068	<b>15,000</b>	15,000	15,000
Services and Charges	23,507	46,353	22,210	17,895	<b>25,070</b>	25,070	25,070
Capital Outlay	0	11,105	1,000	1,000	<b>1,000</b>	61,000	61,000
<b>Total</b>	<b>\$289,457</b>	<b>\$313,813</b>	<b>\$325,680</b>	<b>\$333,847</b>	<b>\$372,690</b>	<b>\$442,640</b>	<b>\$452,890</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	2.00	2.00	2.05	2.05	<b>3.10</b>	3.10	3.10
Part-Time	2.45	2.45	3.45	3.45	<b>2.73</b>	2.73	2.73
<b>Total</b>	<b>4.45</b>	<b>4.45</b>	<b>5.50</b>	<b>5.50</b>	<b>5.83</b>	<b>5.83</b>	<b>5.83</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: PW/Golf  
Fund: General (101.3423)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	7,069	7,179	29,410	4,276	26,650	26,650	26,650
General	4,196	1,634	0	0	0	0	0
Property Tax	83,463	36,319	0	0	0	0	0
<b>Total</b>	<b>\$94,728</b>	<b>\$45,132</b>	<b>\$29,410</b>	<b>24,311</b>	<b>\$26,650</b>	<b>\$26,650</b>	<b>\$26,650</b>
<b>% Of Total Property Tax Levy</b>	0.42%	0.18%	0.00%	0.00%	0.00%		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	44,206	1,642	0	0	0	0	0
Commodities	1,266	0	0	0	0	0	0
Services and Charges	49,256	43,490	29,410	24,311	26,650	26,650	26,650
Capital Outlay	0	0	0	0	0	0	0
<b>Total</b>	<b>\$94,728</b>	<b>\$45,132</b>	<b>\$29,410</b>	<b>\$24,311</b>	<b>\$26,650</b>	<b>\$26,650</b>	<b>\$26,650</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: PW/Park  
Fund: General (101.3433)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	85,571	79,337	88,340	70,318	<b>48,970</b>	98,790	99,690
General	79,559	56,631	176,437	153,182	<b>165,326</b>	196,376	160,103
Property Tax	1,342,281	1,341,891	1,570,113	1,652,952	<b>1,471,054</b>	1,404,974	1,492,817
<b>Total</b>	<b>\$1,507,411</b>	<b>\$1,477,860</b>	<b>\$1,834,890</b>	<b>\$1,876,452</b>	<b>\$1,685,350</b>	<b>\$1,700,140</b>	<b>\$1,752,610</b>
<b>% Of Total Property Tax Levy</b>	6.70%	6.72%	6.96%	7.88%	<b>6.57%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	738,259	770,773	895,540	1,001,341	<b>889,030</b>	915,700	943,170
Commodities	76,482	103,988	131,910	105,700	<b>131,910</b>	131,910	131,910
Services and Charges	671,902	520,456	457,640	419,611	<b>519,530</b>	519,530	519,530
Capital Outlay	20,768	82,643	349,800	349,800	<b>144,880</b>	133,000	158,000
<b>Total</b>	<b>\$1,507,411</b>	<b>\$1,477,860</b>	<b>\$1,834,890</b>	<b>\$1,876,452</b>	<b>\$1,685,350</b>	<b>\$1,700,140</b>	<b>\$1,752,610</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	5.25	5.25	5.00	5.00	<b>5.00</b>	5.00	5.00
Part-Time	11.98	11.98	12.71	12.71	<b>11.98</b>	11.98	11.98
<b>Total</b>	<b>17.23</b>	<b>17.23</b>	<b>17.71</b>	<b>17.71</b>	<b>16.98</b>	<b>16.98</b>	<b>16.98</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: PW/Public Buildings  
Fund: General (101.6616)  
Program: General Government

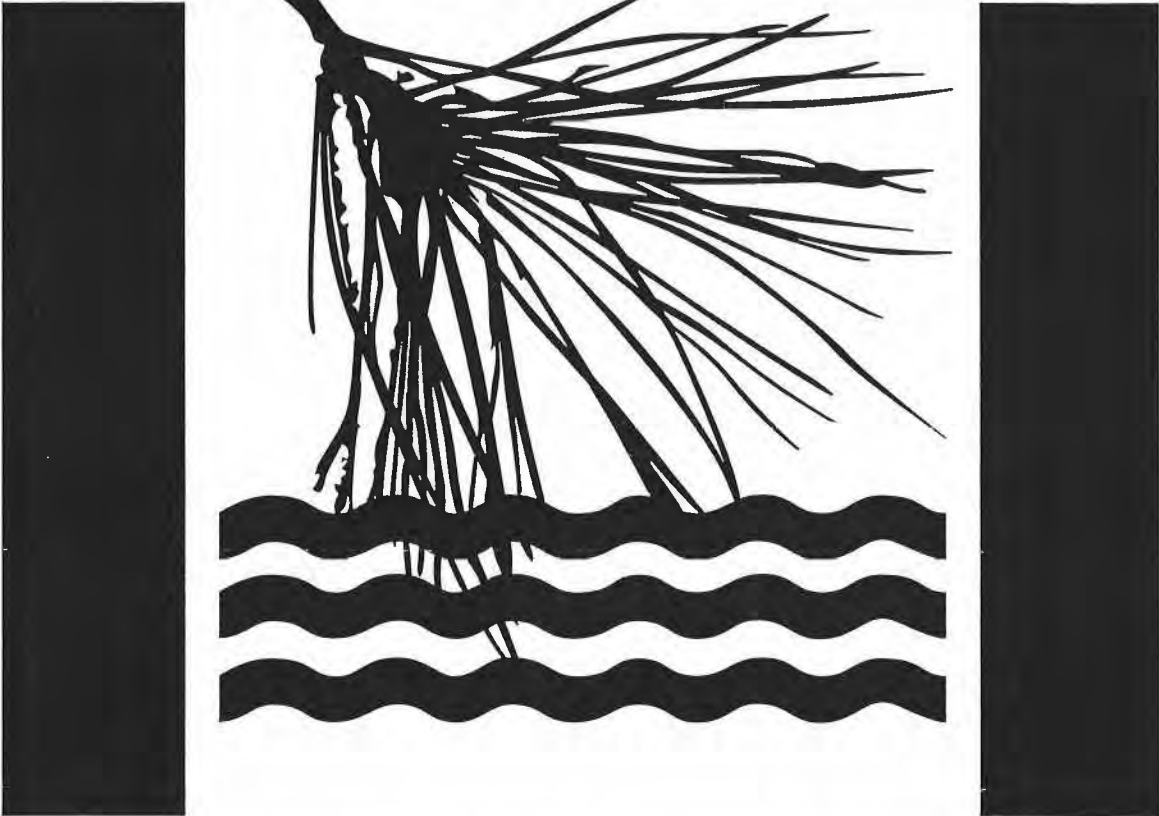
Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	79,898	77,918	82,860	79,860	<b>83,020</b>	85,360	87,760
General	37,032	27,295	97,388	82,101	<b>82,009</b>	111,896	93,397
Property Tax	582,255	621,519	812,072	834,319	<b>678,191</b>	707,985	773,223
<b>Total</b>	<b>\$699,185</b>	<b>\$726,732</b>	<b>\$992,320</b>	<b>\$996,280</b>	<b>\$843,220</b>	<b>\$905,240</b>	<b>\$954,380</b>
<b>% Of Total Property Tax Levy</b>	2.90%	3.11%	3.60%	3.98%	<b>3.03%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	113,567	128,402	132,900	129,849	<b>134,110</b>	138,130	142,270
Commodities	105,280	92,767	137,930	104,362	<b>137,930</b>	137,930	137,930
Services and Charges	435,517	475,775	461,490	502,069	<b>494,180</b>	494,180	494,180
Capital Outlay	44,821	29,788	260,000	260,000	<b>77,000</b>	135,000	180,000
<b>Total</b>	<b>\$699,185</b>	<b>\$726,732</b>	<b>\$992,320</b>	<b>\$996,280</b>	<b>\$843,220</b>	<b>\$905,240</b>	<b>\$954,380</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	1.00	1.50	1.50	1.50	<b>1.50</b>	1.50	1.50
Part-Time	0.73	0.00	0.00	0.00	<b>0.00</b>	0.00	0.00
<b>Total</b>	<b>1.73</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>

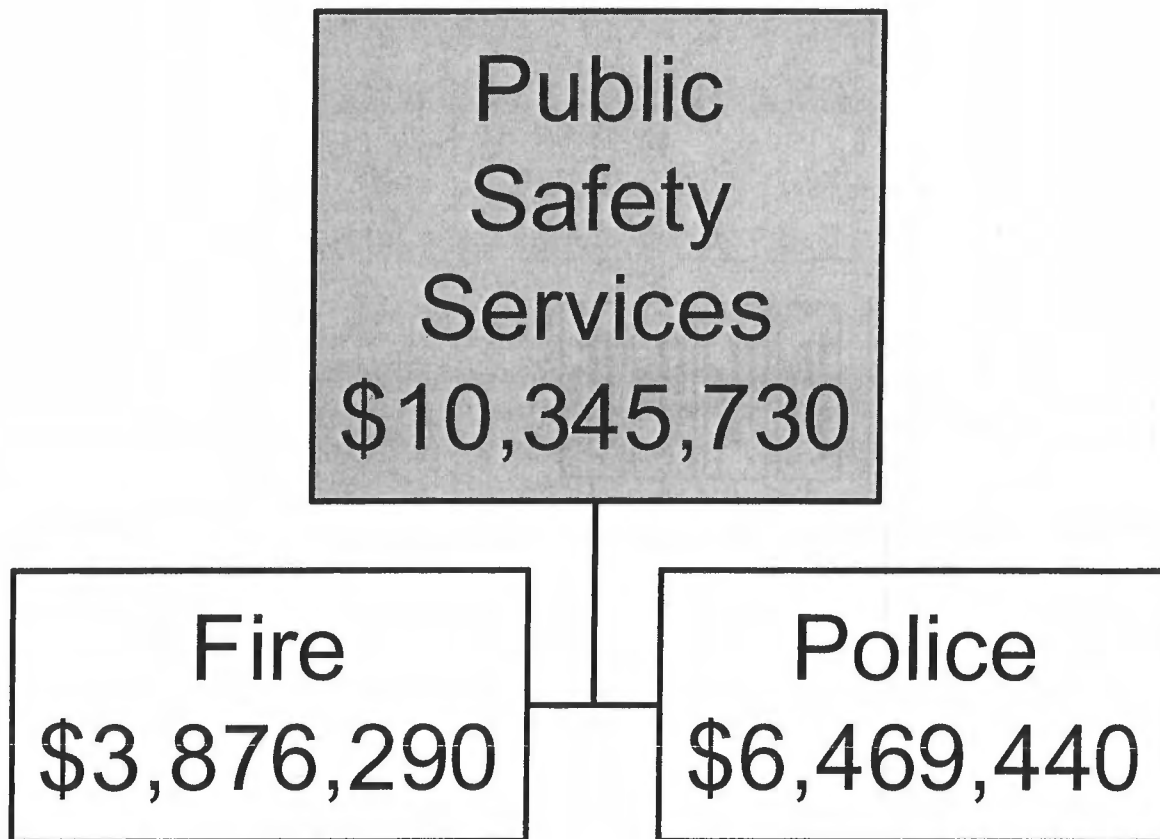
NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available.

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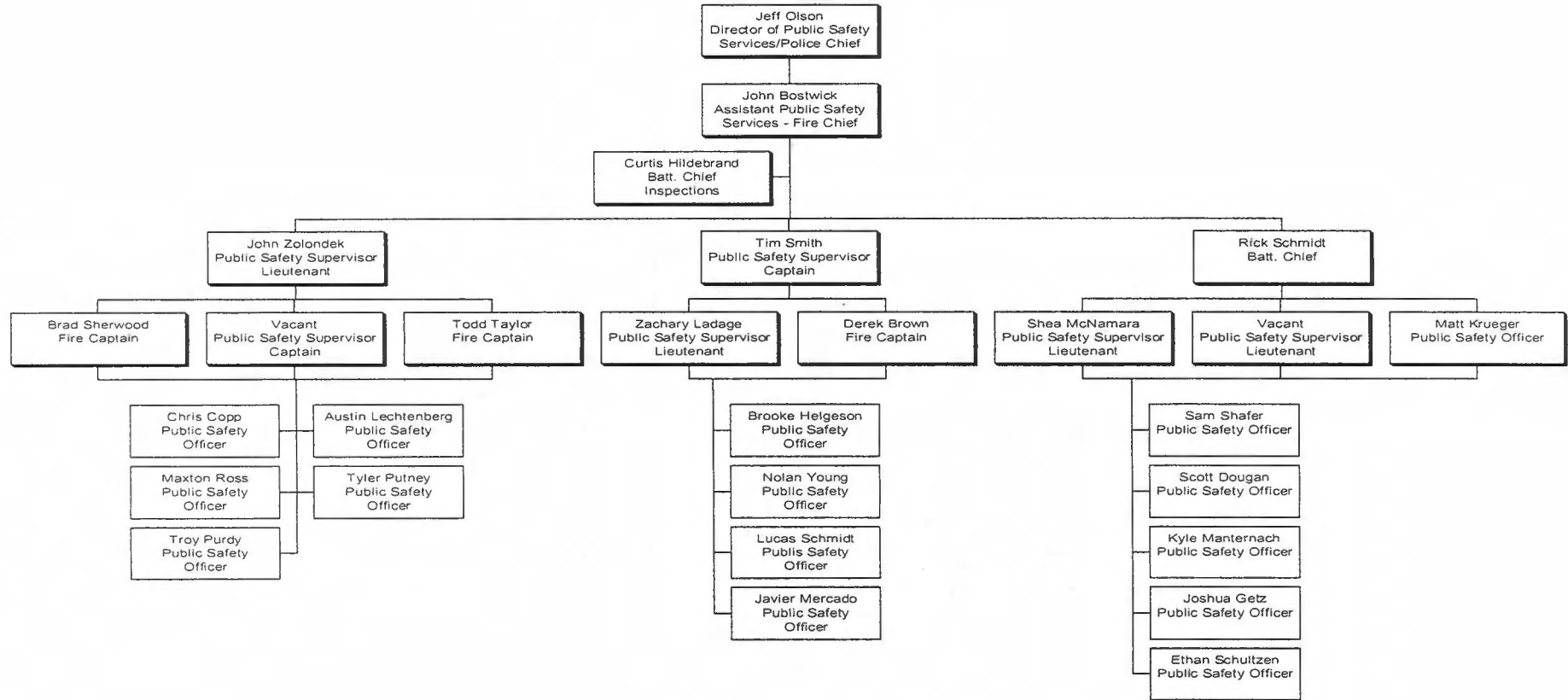
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City of Cedar Falls  
Public Safety Services - Fire Division

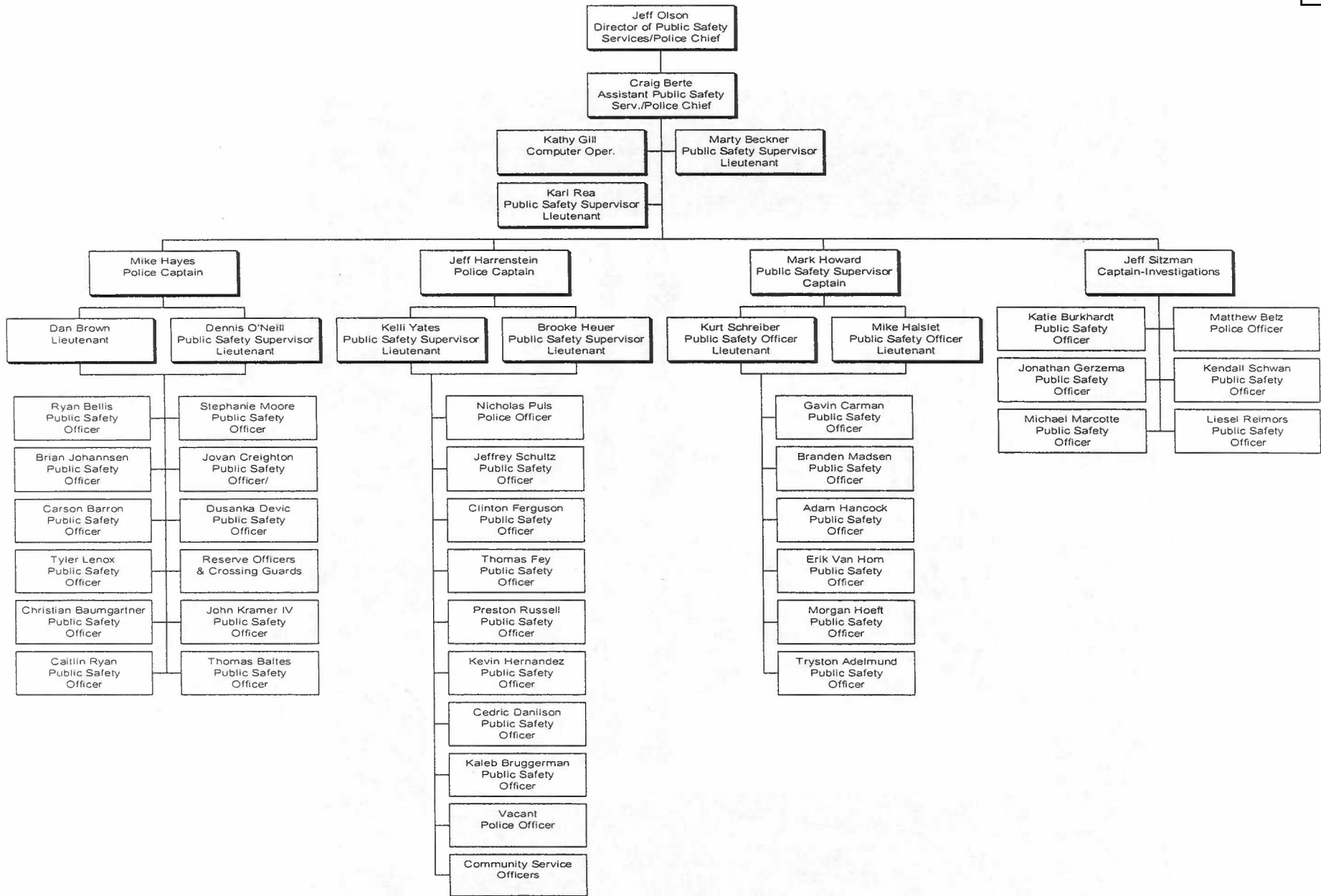
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Public Safety Services - Police Division

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**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC SAFETY SERVICES**

Division: PSS/Fire Operations  
Fund: General (101.4511)  
Program: Public Safety

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	799,790	754,971	841,500	865,429	919,030	946,230	974,100
General	156,146	137,147	240,481	250,796	269,485	331,092	264,650
Property Tax	2,681,788	3,193,328	2,433,139	2,768,745	2,687,775	2,714,288	2,829,010
<b>Total</b>	<b>\$3,637,724</b>	<b>\$4,085,446</b>	<b>\$3,515,120</b>	<b>\$3,884,970</b>	<b>\$3,876,290</b>	<b>\$3,991,610</b>	<b>\$4,067,760</b>
<b>% Of Total Property Tax Levy</b>	16.82%	19.17%	14.02%	16.48%	15.41%		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	2,971,101	3,525,038	2,789,120	3,155,551	3,149,000	3,243,320	3,340,470
Commodities	104,721	60,919	104,750	69,546	112,500	112,500	112,500
Services and Charges	510,909	473,963	615,250	653,873	614,790	614,790	614,790
Capital Outlay	50,993	25,526	6,000	6,000	0	21,000	0
<b>Total</b>	<b>\$3,637,724</b>	<b>\$4,085,446</b>	<b>\$3,515,120</b>	<b>\$3,884,970</b>	<b>\$3,876,290</b>	<b>\$3,991,610</b>	<b>\$4,067,760</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	27.91	24.91	24.93	24.93	29.10	29.10	29.10
Part-Time	0.60	0.60	0.90	0.00	0.00	0.00	0.00
<b>Total</b>	<b>28.51</b>	<b>25.51</b>	<b>25.83</b>	<b>24.93</b>	<b>29.10</b>	<b>29.10</b>	<b>29.10</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available. In addition, cross trained, alternative staff are not included in these figures.



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC SAFETY SERVICES**

Division: PSS/Police Operations  
Fund: General (101.5521)  
Program: Public Safety

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cash	0	0	0	0	0	0	0
Direct	205,367	194,268	152,500	124,453	<b>162,500</b>	162,500	162,500
General	306,831	229,176	618,063	509,320	<b>613,642</b>	797,207	625,175
Property Tax	5,083,662	5,365,072	5,770,777	5,556,647	<b>5,693,298</b>	5,831,283	5,986,605
<b>Total</b>	<b>\$5,595,860</b>	<b>\$5,788,516</b>	<b>\$6,541,340</b>	<b>\$6,190,420</b>	<b>\$6,469,440</b>	<b>\$6,790,990</b>	<b>\$6,774,280</b>
<b>% Of Total Property Tax Levy</b>	29.92%	31.08%	29.54%	30.85%	<b>29.59%</b>		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	4,509,502	4,572,526	5,192,590	4,901,456	<b>4,985,090</b>	5,134,640	5,288,680
Commodities	122,926	133,456	169,050	153,601	<b>177,300</b>	177,300	177,300
Services and Charges	942,033	1,052,335	1,135,950	1,091,613	<b>1,263,300</b>	1,263,300	1,263,300
Capital Outlay	21,399	30,199	43,750	43,750	<b>43,750</b>	215,750	45,000
<b>Total</b>	<b>\$5,595,860</b>	<b>\$5,788,516</b>	<b>\$6,541,340</b>	<b>\$6,190,420</b>	<b>\$6,469,440</b>	<b>\$6,790,990</b>	<b>\$6,774,280</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full-Time	48.84	54.50	54.17	54.17	<b>48.00</b>	48.00	48.00
Part-Time	6.88	6.93	7.56	7.56	<b>8.01</b>	8.01	8.01
<b>Total</b>	<b>55.72</b>	<b>61.43</b>	<b>61.73</b>	<b>61.73</b>	<b>56.01</b>	<b>56.01</b>	<b>56.01</b>

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available. In addition, cross trained, alternative staff are not included in these figures.

Otherfund

**OTHER FUND REVENUE SUMMARY**

	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Cable TV</b>							
Cable Television	526,296	518,451	515,000	495,013	515,000	516,000	517,000
Peg Fees	37,660	35,076	40,000	32,250	40,000	40,000	40,000
Interest	39,134	47,427	25,000	33,524	25,000	20,000	20,000
Miscellaneous	5,846	1,405	1,500	1,644	1,500	1,500	1,500
Total Revenue	<b>608,935</b>	<b>602,359</b>	<b>581,500</b>	<b>562,431</b>	<b>581,500</b>	<b>577,500</b>	<b>578,500</b>
<b>Data Processing</b>							
Data Processing	1,294,208	1,146,940	1,024,300	1,024,300	1,221,650	1,554,120	1,299,500
Interest Income	27,315	33,555	0	24,872	0	0	0
Miscellaneous Income	75	0	0	0	0	0	0
Total Revenue	<b>1,321,598</b>	<b>1,180,495</b>	<b>1,024,300</b>	<b>1,049,172</b>	<b>1,221,650</b>	<b>1,554,120</b>	<b>1,299,500</b>
<b>Parking Fund</b>							
Meter Collections	6,894	4,332	25,000	11,529	25,000	30,000	30,000
Parking Violations	123,038	146,166	160,000	94,928	160,000	180,000	200,000
Parking Permits	26,484	23,521	30,000	14,311	30,000	40,000	40,000
Miscellaneous Income	0	486	0	3,840	0	0	0
Interest	19,926	21,126	3,000	13,765	3,000	3,000	3,000
Total Revenue	<b>176,342</b>	<b>195,630</b>	<b>218,000</b>	<b>138,373</b>	<b>218,000</b>	<b>253,000</b>	<b>273,000</b>
<b>Vehicle Replacement</b>							
Vehicle Rental Fees	330,000	330,000	340,000	340,000	449,000	340,000	400,000
Total Revenue	<b>330,000</b>	<b>330,000</b>	<b>340,000</b>	<b>340,000</b>	<b>449,000</b>	<b>340,000</b>	<b>400,000</b>
<b>Debt Service</b>							
Debt Svc Tax - Property	522,810	867,817	664,150	657,509	661,100	1,061,750	1,065,450
Debt Service TIF	3,568,633	2,710,406	2,988,090	2,958,209	3,324,970	3,300,000	3,400,000
Debt Service Utilities	16,388	27,407	0	0	0	0	0
Debt Service Transfer	1,796,871	1,658,135	2,810,380	2,810,380	2,880,860	3,016,760	3,043,800
Debt Service - Misc.	0	0	0	17,625	0	0	0
Total Revenue	<b>5,904,702</b>	<b>5,263,765</b>	<b>6,462,620</b>	<b>6,443,722</b>	<b>6,866,930</b>	<b>7,378,510</b>	<b>7,509,250</b>
<b>Hospital</b>							
Interest Income	317,731	460,112	481,730	481,730	366,610	370,000	375,000
Lease Income	31,796	31,796	31,800	31,800	31,800	31,800	31,800
Sewer Farm Lease	118,340	118,340	125,000	125,000	125,000	125,000	125,000
Miscellaneous	729,110	640,000	640,000	640,000	640,000	640,000	640,000
Total Revenue	<b>1,196,977</b>	<b>1,250,248</b>	<b>1,278,530</b>	<b>1,278,530</b>	<b>1,163,410</b>	<b>1,166,800</b>	<b>1,171,800</b>
<b>Trust &amp; Agency</b>							
Retirement & Pension	1,604,832	1,470,662	1,617,110	1,600,939	1,699,310	1,752,550	2,148,910
Trust & Ag. Prop Tax Ger	2,245,607	1,570,697	2,626,090	2,637,040	2,483,090	2,557,870	2,629,530
S.S.M.I.D.-downtown	202,680	190,480	186,380	184,516	4,600	5,000	5,500
S.S.M.I.D.-college hill	31,225	15,732	27,030	26,760	19,950	20,000	25,000
Interest Income	124,472	115,336	136,940	136,940	118,700	120,000	122,000
Total Revenue	<b>4,208,816</b>	<b>3,362,907</b>	<b>4,593,550</b>	<b>4,586,194</b>	<b>4,325,650</b>	<b>4,455,420</b>	<b>4,930,940</b>

	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Gen. Oblig. Bond</b>							
Bond Proceeds	3,113,542	34,300	1,445,000	3,602,719	2,133,000	2,410,000	1,320,000
Federal/State Funding	1,647,196	1,245,402	300,000	480,700	1,507,000	0	0
Interest Income	12,552	46,275	0	0	0	0	0
Miscellaneous	1,237,367	102,924	750,000	175,000	0	0	0
Total Revenue	6,010,657	1,428,901	2,495,000	4,258,419	3,640,000	2,410,000	1,320,000
<b>TIF Bond Funds</b>							
Bond Proceeds	0	0	0	0	0	0	0
Federal/State Funding	0	0	344,000	344,000	0	0	0
TIF Transfer	35,448	594,004	2,797,420	0	6,646,260	6,627,000	6,740,000
Interest Income	0	0	0	0	0	0	0
Miscellaneous	35,030	266,034	0	3,686,279	0	0	0
Total Revenue	70,478	860,037	3,141,420	4,030,279	6,646,260	6,627,000	6,740,000
<b>Street Repairs</b>							
Local Sales Tax	5,231,771	5,174,075	5,200,000	6,043,520	5,200,000	5,300,000	5,400,000
Interest	300,380	334,038	60,000	283,533	60,000	50,000	50,000
Federal/State Funding	683,723	96,940	0	0	0	0	0
Ec. Development Trnsf	0	0	0	0	0	0	0
Miscellaneous	596,200	354,497	0	2,625,000	0	0	0
Total Revenue	6,812,073	5,959,550	5,260,000	8,952,053	5,260,000	5,350,000	5,450,000
<b>Capital Projects</b>							
TIF - Downtown	254,447	186,410	593,660	587,723	2,535,090	2,540,000	2,550,000
Transfers	1,838,632	454,810	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
TIF -Pinnacle Prairie	113,174	0	105,390	104,336	21,870	22,000	22,000
TIF-College Hill	32,098	0	58,750	58,163	159,990	160,000	161,000
West 23rd St.	0	3,375	0	0	0	0	0
Interest Income	610,785	687,716	300,000	556,199	300,000	300,000	300,000
Federal/State Funding	5,369,362	2,569,423	0	1,033,401	1,787,400	0	0
Capital Project Funds	33,044	57,738	287,240	84,153	281,220	275,200	269,180
TIF - South Cedar Falls	0	0	105,880	0	604,340	605,000	607,000
CFU Transfer	1,690,581	1,659,000	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
Miscellaneous	111,857	2,264,113	0	52,819	250,000	0	0
Total Revenue	10,053,979	7,882,585	4,450,920	5,476,795	8,939,910	6,902,200	6,909,180
<b>Sr Svc. &amp; Com Ctr.</b>							
Interest Income	0	0	0	0	0	0	0
Rental Income	24,381	10,727	25,000	1,848	25,000	26,000	27,000
Miscellaneous Income	417	2,648	2,740	362	2,720	3,870	3,610
Trips/Buses	0	416	11,000	0	11,000	11,000	12,000
Hawkeye Valley	0	0	0	0	0	0	0
General Fund Support	29,145	60,597	70,000	76,000	67,500	68,000	69,000
Total Revenue	53,943	74,388	108,740	78,210	106,220	108,870	111,610
<b>Block Grant</b>							
Block Grant	229,368	427,353	645,580	443,000	559,230	524,500	540,230
Program Income	0	0	0	0	0	0	0
Home Program Reimb.	505	31	0	31	0	0	0
Total Revenue	229,873	427,384	645,580	443,031	559,230	524,500	540,230
<b>Housing Vouchers</b>							
Housing Vouchers	1,205,406	1,438,599	1,395,700	1,507,277	1,412,130	1,454,500	1,498,130
Interest	15,199	10,206	0	3,503	0	0	0
Program Income	0	0	0	0	0	0	0
Total Revenue	1,220,604	1,448,805	1,395,700	1,510,780	1,412,130	1,454,500	1,498,130

	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Storm Water</b>							
Storm Water Fees	908,422	971,765	950,000	1,026,099	1,000,000	1,050,000	1,102,500
Permit & Review Fees	40,075	21,263	25,000	15,302	25,000	25,000	25,000
Interest	38,630	47,637	20,000	28,562	20,000	15,000	10,000
Miscellaneous Receipts	0	95,057	0	0	0	0	0
<b>Total Revenue</b>	<b>987,127</b>	<b>1,135,722</b>	<b>995,000</b>	<b>1,069,963</b>	<b>1,045,000</b>	<b>1,090,000</b>	<b>1,137,500</b>
<b>Sewer</b>							
Sewer Rental Collections	6,425,530	6,708,245	6,825,000	6,983,699	7,100,000	7,455,000	7,827,750
Industrial User Fees	25,344	30,112	15,000	34,601	30,000	30,000	30,000
Interest Sewer Rental	178,435	224,708	150,000	174,620	150,000	150,000	150,000
Farm Rental	97,600	97,600	100,000	97,600	100,000	100,000	100,000
Sewer Rental Miscel.	5,103	4,597	5,000	18,104	5,000	5,000	5,000
<b>Total Revenue</b>	<b>6,732,011</b>	<b>7,065,262</b>	<b>7,095,000</b>	<b>7,308,623</b>	<b>7,385,000</b>	<b>7,740,000</b>	<b>8,112,750</b>
<b>Sewer Revenue Bond</b>							
Interest Income	12,552	26,343	0	0	0	0	0
Bond Proceeds	5,159,241	659,764	0	0	0	0	0
<b>Total Revenue</b>	<b>5,171,794</b>	<b>686,107</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Visitor &amp; Tourism</b>							
Xfer Hotel/Motel - Visitor	438,936	389,068	437,500	358,750	218,750	440,000	445,000
Interest Income	19,801	20,173	15,000	13,477	15,000	10,000	5,000
Building Rental Fees	8,188	2,738	5,000	1,200	5,000	5,000	5,000
Bldg Reserve Transfer	0	0	21,880	17,940	10,940	22,000	22,250
Gift Shop Receipts	5,723	5,512	5,000	4,301	5,000	5,100	5,200
Postage Income	1,936	2,895	0	3,609	0	0	0
Tourism Marketing Trans.	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Media Income	2,824	2,588	0	0	0	0	0
Special Projects	3,170	1,000	0	0	0	0	0
Brochures & Pub Income	0	13,134	0	0	0	0	0
Miscellaneous Income	3,958	1,218	6,000	6,000	6,000	6,000	206,000
<b>Total Revenue</b>	<b>563,543</b>	<b>508,357</b>	<b>569,130</b>	<b>469,852</b>	<b>300,070</b>	<b>567,300</b>	<b>768,550</b>
<b>MOP Capital Reserves</b>							
Assessment Transfer	0	0	0	0	0	0	0
Softball Fees	13,505	8,773	5,000	10,176	3,000	3,000	3,000
Golf Fees	10,000	20,000	0	30,000	170,000	5,000	85,000
Rec Fees	247,617	92,254	1,032,500	80,771	19,000	362,000	31,000
Interest Income	56,271	68,896	0	47,311	0	0	0
Library Gifts & Memorials	96	0	0	764	0	0	0
Cultural Fees	33,866	17,770	0	1,300	7,000	0	0
<b>Total Revenue</b>	<b>361,355</b>	<b>207,692</b>	<b>1,037,500</b>	<b>170,322</b>	<b>199,000</b>	<b>370,000</b>	<b>119,000</b>
<b>Refuse</b>							
Refuse Collections	2,430,602	2,461,570	2,500,000	2,657,587	2,700,000	2,835,000	2,976,750
Transfer Station Fees	242,134	235,351	260,000	250,231	260,000	260,000	270,000
Yard Waste Fees	2,151	2,374	2,000	1,332	2,000	2,000	2,000
Bag Tags	342	352	0	252	0	0	0
Interest Refuse	102,405	119,678	50,000	84,450	50,000	50,000	50,000
Refuse Miscellaneous	134,468	54,186	20,000	18,200	20,000	20,000	20,000
Recycling	216,387	168,808	200,000	218,528	200,000	200,000	200,000
Transfer Sewer Rental	0	0	145,680	145,680	141,720	145,970	150,350
Transfer Street Const.	198,420	203,160	145,680	145,680	141,720	145,970	150,350
<b>Total Revenue</b>	<b>3,326,910</b>	<b>3,245,479</b>	<b>3,323,360</b>	<b>3,521,939</b>	<b>3,515,440</b>	<b>3,658,940</b>	<b>3,819,450</b>



	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Landfill Cash</b>							
Landfill Cash	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0
<b>Sewer TIF Bond</b>							
Interest Income	0	0	0	0	0	0	0
Bond Proceeds	0	0	0	0	0	0	0
TIF Transfer	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0
<b>Street Construction</b>							
Road Use Tax	5,072,219	5,047,157	5,025,280	5,473,610	5,025,280	5,044,910	5,084,170
Federal/State Funding	0	0	0	0	0	0	0
Miscellaneous	126,868	107,047	10,000	43,060	10,000	10,000	10,000
Total Revenue	5,199,087	5,154,204	5,035,280	5,516,670	5,035,280	5,054,910	5,094,170
<b>Street Improvement Fund</b>							
Federal/State Funding	501,250	0	0	0	0	0	0
Miscellaneous	533,438	3,927,548	0	48,750	0	0	0
Interest	0	0	0	0	0	0	0
Total Revenue	1,034,688	3,927,548	0	48,750	0	0	0
<b>Vehicle Maintenance</b>							
Veh. Maintenance Fees	1,752,850	1,741,050	1,672,250	1,672,250	1,614,680	1,620,770	1,678,550
Interest Veh. Maintenance	55,479	70,247	5,000	53,034	5,000	5,000	5,000
Veh. Maintenance Miscell	83,740	93,898	30,000	44,098	30,000	30,000	30,000
Total Revenue	1,892,068	1,905,195	1,707,250	1,769,382	1,649,680	1,655,770	1,713,550
<b>Total Revenues</b>	<b>63,467,562</b>	<b>54,102,617</b>	<b>51,758,380</b>	<b>59,023,492</b>	<b>60,519,360</b>	<b>59,239,340</b>	<b>59,497,110</b>

## OTHER FUND EXPENSES SUMMARY

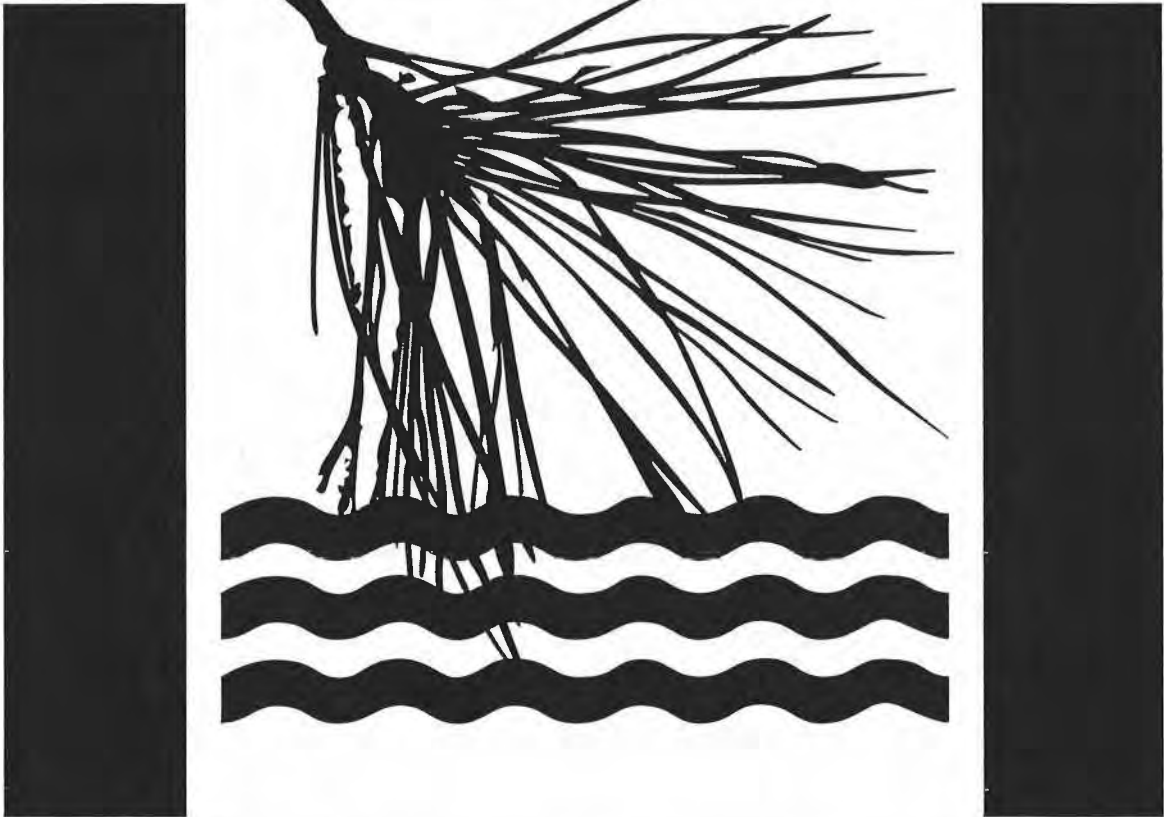
	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Cable TV</b>							
Personal Services	278,265	329,097	338,280	308,733	326,570	336,370	346,460
Commodities	11,161	8,055	12,200	9,605	12,000	12,360	12,730
Service & Charges	75,585	71,543	81,130	69,304	85,010	87,560	90,190
Capital Outlay	96,825	225,267	215,000	215,000	285,000	100,000	100,000
Tranfers	26,173	27,875	32,210	32,210	33,000	33,990	35,010
Total Expenditures	<b>488,009</b>	<b>661,837</b>	<b>678,820</b>	<b>634,852</b>	<b>741,580</b>	<b>570,280</b>	<b>584,390</b>
<b>Data Processing</b>							
Personal Services	507,056	513,169	542,910	529,925	562,520	579,400	596,780
Commodities	12,575	7,620	12,000	7,265	12,000	12,360	12,730
Service & Charges	383,256	364,627	448,310	444,260	457,550	471,280	485,420
Capital Outlay	196,109	250,264	328,580	328,580	497,080	491,080	204,570
Total Expenditures	<b>1,098,997</b>	<b>1,135,680</b>	<b>1,331,800</b>	<b>1,310,030</b>	<b>1,529,150</b>	<b>1,554,120</b>	<b>1,299,500</b>
<b>Parking Fund</b>							
Personal Services	82,728	123,065	244,330	192,784	254,270	261,900	269,760
Commodities	4,037	6,889	7,800	2,480	7,800	8,030	8,270
Service & Charges	139,457	64,022	142,630	76,489	145,630	150,000	154,500
Capital Outlay	0	80,209	53,500	53,500	18,500	14,000	0
Tranfers	9,880	13,660	21,380	21,380	28,410	29,260	30,140
Total Expenditures	<b>236,102</b>	<b>287,846</b>	<b>469,640</b>	<b>346,633</b>	<b>454,610</b>	<b>463,190</b>	<b>462,670</b>
<b>Sr. Svcs. &amp; Com. Ctr.</b>							
Personal Services	13,982	30,565	45,070	31,363	47,210	48,630	50,090
Commodities	1,022	355	4,400	121	4,400	4,530	4,670
Service & Charges	26,552	28,557	42,290	12,349	36,780	37,880	39,020
Capital Outlay	0	2,040	500	500	500	500	500
Tranfers	12,388	12,871	16,480	16,480	17,330	17,330	17,330
Total Expenditures	<b>53,943</b>	<b>74,388</b>	<b>108,740</b>	<b>60,814</b>	<b>106,220</b>	<b>108,870</b>	<b>111,610</b>
<b>Vehicle Replacement</b>							
Capital Outlay	289,268	587,273	340,000	340,000	449,000	340,000	400,000
Total Expenditures	<b>289,268</b>	<b>587,273</b>	<b>340,000</b>	<b>340,000</b>	<b>449,000</b>	<b>340,000</b>	<b>400,000</b>
<b>Hospital</b>							
Transfer	0	0	0	0	0	0	0
Health Care	11,220	195,426	199,000	199,000	12,000	200,000	200,000
Capital Outlay	0	0	20,000	20,000	20,000	0	0
Total Expenditures	<b>11,220</b>	<b>195,426</b>	<b>219,000</b>	<b>219,000</b>	<b>32,000</b>	<b>200,000</b>	<b>200,000</b>
<b>Trust &amp; Agency</b>							
Personal Services	1,537,311	1,568,899	1,754,050	1,628,706	1,818,010	1,872,550	2,270,910
Tranfers	2,329,842	1,776,908	2,839,500	2,839,500	2,507,640	2,582,870	2,660,030
Total Expenditures	<b>3,867,153</b>	<b>3,345,808</b>	<b>4,593,550</b>	<b>4,468,206</b>	<b>4,325,650</b>	<b>4,455,420</b>	<b>4,930,940</b>
<b>Debt Service</b>							
Capital Outlay	0	0	0	0	0	0	0
Debt Service	2,532,014	3,339,998	3,665,200	3,665,200	3,741,960	4,078,510	4,109,250
TIF Transfers	3,377,796	1,819,373	2,797,420	2,797,420	3,324,970	3,300,000	3,400,000
Total Expenditures	<b>5,909,810</b>	<b>5,159,371</b>	<b>6,462,620</b>	<b>6,462,620</b>	<b>7,066,930</b>	<b>7,378,510</b>	<b>7,509,250</b>
<b>Gen. Oblig. Bond</b>							
Capital Outlay	7,304,050	1,736,732	2,495,000	2,599,311	3,640,000	2,410,000	1,320,000
Tranfers	0	0	0	0	0	0	0
Total Expenditures	<b>7,304,050</b>	<b>1,736,732</b>	<b>2,495,000</b>	<b>2,599,311</b>	<b>3,640,000</b>	<b>2,410,000</b>	<b>1,320,000</b>

	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>TIF Bond Fund</b>							
Capital Outlay	4,011,687	11,277,549	14,444,520	14,444,520	15,763,590	5,864,000	5,380,000
Total Expenditures	<b>4,011,687</b>	<b>11,277,549</b>	<b>14,444,520</b>	<b>14,444,520</b>	<b>15,763,590</b>	<b>5,864,000</b>	<b>5,380,000</b>
<b>Street Repairs</b>							
Capital Outlay	6,574,184	6,636,563	4,083,000	5,982,316	13,508,550	7,943,000	4,100,000
Total Expenditures	<b>6,574,184</b>	<b>6,636,563</b>	<b>4,083,000</b>	<b>5,982,316</b>	<b>13,508,550</b>	<b>7,943,000</b>	<b>4,100,000</b>
<b>Capital Projects</b>							
Capital Outlay	7,156,516	1,657,376	2,011,380	2,011,380	5,347,820	2,405,200	370,000
FEMA Funds	149,793	260,284	0	0	0	0	0
Economic Develop	5,773,685	1,163,410	0	0	0	0	0
Tranfers	399,719	186,410	400,000	0	3,721,290	3,367,000	3,740,000
Total Expenditures	<b>13,479,713</b>	<b>3,267,479</b>	<b>2,411,380</b>	<b>2,011,380</b>	<b>9,069,110</b>	<b>5,772,200</b>	<b>4,110,000</b>
<b>Block Grant</b>							
Personal Services	21,603	18,949	11,670	19,021	11,990	12,350	12,720
Commodities	397	369	650	720	750	770	790
Service & Charges	198,787	442,143	633,260	328,866	496,490	511,380	526,720
Capital Outlay	0	0	0	0	50,000	0	0
Total Expenditures	<b>220,787</b>	<b>461,461</b>	<b>645,580</b>	<b>348,607</b>	<b>559,230</b>	<b>524,500</b>	<b>540,230</b>
<b>Housing Vouchers</b>							
Personal Services	106,346	101,649	165,860	102,654	163,890	168,810	173,870
Commodities	3,324	2,932	3,040	2,618	3,040	3,130	3,220
Service & Charges	1,158,230	1,288,656	1,226,800	1,314,295	1,245,200	1,282,560	1,321,040
Capital Outlay	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0
Total Expenditures	<b>1,267,900</b>	<b>1,393,238</b>	<b>1,395,700</b>	<b>1,419,568</b>	<b>1,412,130</b>	<b>1,454,500</b>	<b>1,498,130</b>
<b>Visitor &amp; Tourism</b>							
Personal Services	238,900	249,959	328,500	305,637	352,410	362,980	373,870
Commodities	102,881	92,937	103,980	87,679	91,380	94,120	96,940
Service & Charges	161,369	214,176	226,990	175,609	186,930	192,540	198,320
Capital Outlay	136,862	22,881	97,080	97,080	228,140	5,000	30,000
Tranfers	7,100	7,440	4,600	4,600	4,600	4,500	4,500
Total Expenditures	<b>647,111</b>	<b>587,393</b>	<b>761,150</b>	<b>670,605</b>	<b>863,460</b>	<b>659,140</b>	<b>703,630</b>
<b>MOP Capital Reserve</b>							
Service & Charges	4,115	1,919	0	0	0	0	0
Capital Outlay	119,382	339,944	1,037,500	1,037,500	199,000	370,000	119,000
Total Expenditures	<b>123,497</b>	<b>341,863</b>	<b>1,037,500</b>	<b>1,037,500</b>	<b>199,000</b>	<b>370,000</b>	<b>119,000</b>
<b>Refuse</b>							
Personal Services	1,193,381	1,296,315	1,323,360	1,320,487	1,442,310	1,485,580	1,530,150
Commodities	56,367	87,907	105,940	98,550	107,940	111,180	114,520
Service & Charges	1,234,590	1,283,229	1,263,050	1,143,717	1,340,060	1,380,260	1,421,670
Capital Outlay	287,051	723,582	281,670	281,670	525,000	325,000	370,000
Debt Service	0	0	0	0	0	0	0
Tranfers	137,023	145,933	158,270	158,270	169,740	174,830	180,070
Total Expenditures	<b>2,908,412</b>	<b>3,536,967</b>	<b>3,132,290</b>	<b>3,002,695</b>	<b>3,585,050</b>	<b>3,476,850</b>	<b>3,616,410</b>
<b>Landfill Cash</b>							
Capital Outlay	0	0	0	0	0	0	0
Total Expenditures	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	FY19 Actual	FY20 Actual	FY21 Budgeted	FY21 Projected	FY22 Budgeted	FY23 Proposed	FY24 Proposed
<b>Storm Water</b>							
Personal Services	190,412	254,645	273,180	265,069	282,190	290,660	299,380
Commodities	7,843	18,139	26,300	24,103	26,300	27,090	27,900
Service & Charges	169,398	128,866	141,040	104,686	159,160	163,930	168,850
Capital Outlay	111,286	1,122,586	840,000	840,000	574,000	880,000	205,000
Debt Service Xfer	0	0	115,500	115,500	116,500	117,250	117,750
Tranfers	137,289	148,200	29,150	29,150	31,710	32,660	33,640
<b>Total Expenditures</b>	<b>616,227</b>	<b>1,672,436</b>	<b>1,425,170</b>	<b>1,378,508</b>	<b>1,189,860</b>	<b>1,511,590</b>	<b>852,520</b>
<b>Sewer</b>							
Personal Services	1,226,688	1,261,768	1,349,180	1,250,588	1,380,240	1,421,650	1,464,300
Commodities	196,354	240,039	240,900	203,675	270,900	279,030	287,400
Service & Charges	1,007,687	952,272	1,018,330	669,950	1,074,760	1,107,000	1,140,210
Capital Outlay	233,325	714,487	1,090,000	1,090,000	615,000	685,000	615,000
Debt Service Xfer	1,401,022	1,440,745	2,593,990	2,593,990	2,563,360	2,537,960	2,521,500
Tranfers	1,317,243	1,298,983	287,360	287,360	284,430	292,960	301,750
<b>Total Expenditures</b>	<b>5,382,320</b>	<b>5,908,293</b>	<b>6,579,760</b>	<b>6,095,563</b>	<b>6,188,690</b>	<b>6,323,600</b>	<b>6,330,160</b>
<b>Sewer Revenue Bond</b>		5,682,496					
Capital Outlay	687,638	410,162	0	241,254	2,030,000	0	0
<b>Total Expenditures</b>	<b>687,638</b>	<b>410,162</b>	<b>0</b>	<b>241,254</b>	<b>2,030,000</b>	<b>0</b>	<b>0</b>
<b>Street Construction</b>							
Personal Services	1,640,000	1,588,147	1,738,610	1,693,865	1,680,890	1,731,320	1,783,260
Commodities	548,994	558,734	649,190	192,488	646,810	666,210	686,200
Service & Charges	768,983	869,639	856,240	852,556	850,430	875,940	902,220
Capital Outlay	1,331,611	1,618,805	3,095,660	3,095,660	2,557,500	2,312,000	2,082,000
Debt Service Xfer	0	0	0	0	0	0	0
Tranfers	357,443	376,853	351,960	351,960	352,510	363,090	373,980
<b>Total Expenditures</b>	<b>4,647,031</b>	<b>5,012,178</b>	<b>6,691,660</b>	<b>6,186,530</b>	<b>6,088,140</b>	<b>5,948,560</b>	<b>5,827,660</b>
<b>Street Improvement Fund</b>							
Personal Services	0	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Service & Charges	0	0	0	0	0	0	0
Capital Outlay	1,696,549	270,281	0	0	0	0	0
Tranfers	0	0	0	0	0	0	0
<b>Total Expenditures</b>	<b>1,696,549</b>	<b>270,281</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Vehicle Maintenance</b>							
Personal Services	394,565	476,983	549,650	528,257	569,100	586,170	603,760
Commodities	897,022	931,489	969,470	949,410	1,029,970	1,060,870	1,092,700
Service & Charges	250,750	202,109	306,460	318,864	270,610	278,730	287,090
Capital Outlay	0	0	181,670	181,670	80,000	30,000	30,000
Tranfers	0	0	0	0	0	0	0
<b>Total Expenditures</b>	<b>1,542,338</b>	<b>1,610,582</b>	<b>2,007,250</b>	<b>1,978,201</b>	<b>1,949,680</b>	<b>1,955,770</b>	<b>2,013,550</b>
<b>Totals</b>							
Personal Services	7,431,236	7,813,210	8,664,650	8,177,090	8,891,600	9,158,370	9,775,310
Commodities	1,841,979	1,955,465	2,135,870	1,578,716	2,213,290	2,279,680	2,348,070
Service & Charges	11,509,340	7,528,960	6,585,530	5,709,944	6,360,610	6,739,060	6,935,250
Capital Outlay	30,232,343	27,675,999	30,615,060	32,859,941	46,388,680	24,174,780	15,326,070
Debt Service	3,933,036	4,780,743	6,374,690	6,374,690	6,421,820	6,733,720	6,748,500
Tranfers	8,111,897	5,814,507	6,938,330	6,538,330	10,475,630	6,898,490	7,376,450
<b>Total Expend.</b>	<b>63,059,832</b>	<b>55,568,884</b>	<b>61,314,130</b>	<b>61,238,711</b>	<b>80,751,630</b>	<b>55,984,100</b>	<b>48,509,650</b>

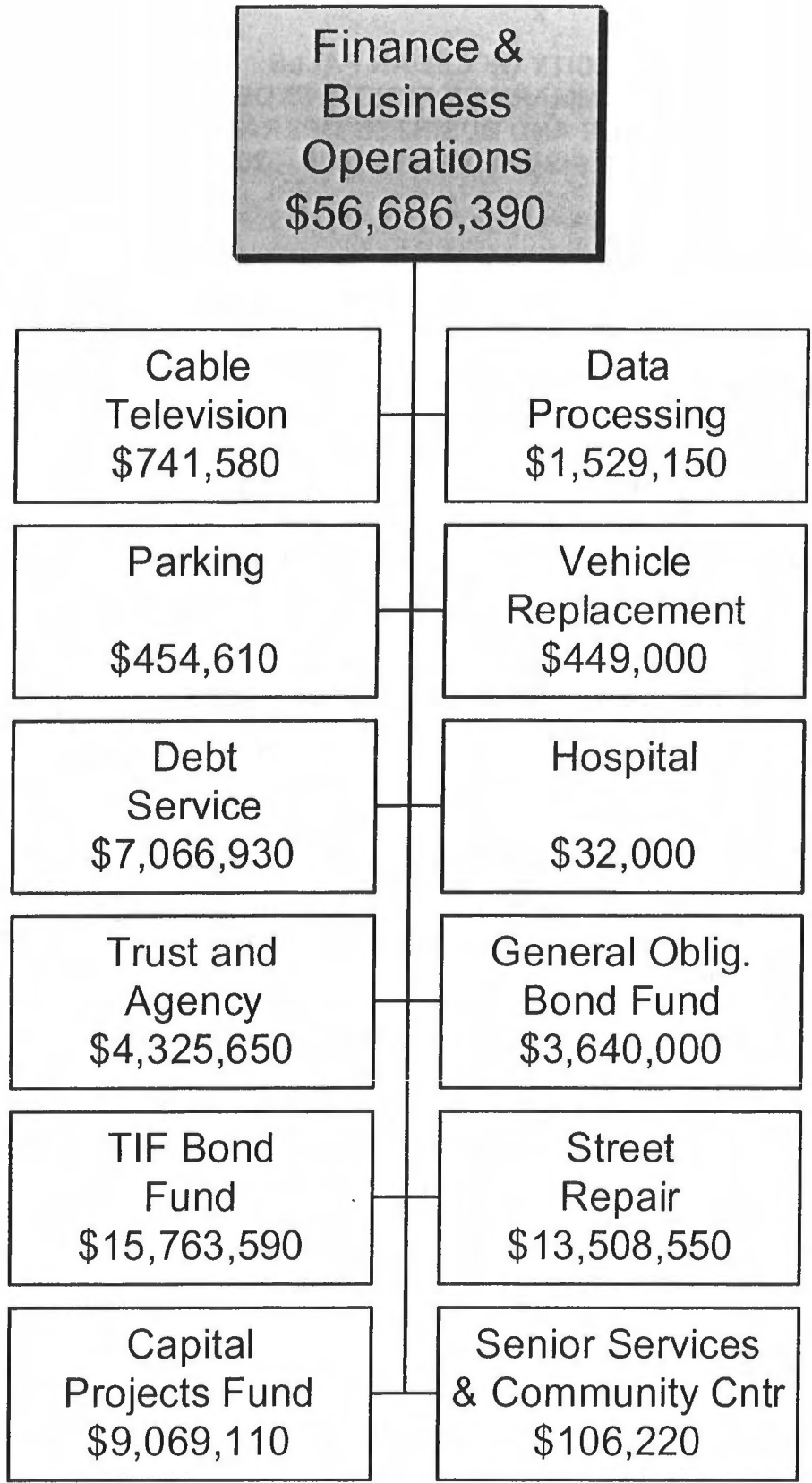


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**CITY OF CEDAR FALLS  
REVENUE SUMMARY BY FUND AND DEPARTMENT  
FINANCE AND BUSINESS OPERATIONS  
FOR FISCAL YEARS 2019 – 2024**

**CABLE TELEVISION** – In FY95, the Cable Television Fund began collecting an additional fee from cable subscribers entitled Peg Fees. This fee along with franchise fees support local access cable T.V. programming.

**DATA PROCESSING** – The Data Processing Fund purchases and accounts for all computer hardware, software, support agreements, and training for all the departments in the City. The Data Processing expenditures are allocated to all the departments based on actual costs and depreciation of Data Processing's assets.

**PARKING FUND** – The Parking Fund accounts for parking fines and the collection and administration of parking fees. Since FY04 downtown meters have been removed.

**VEHICLE REPLACEMENT** – This was a new section in the FY98 budget and was created to separate the capital acquisition of vehicles from the maintenance account. The Vehicle Replacement expenditures are allocated to all departments based on actual cost and depreciation of the vehicles.

**DEBT SERVICE** – For Administrative purposes, all payments of interest and principal on the City's debt are made from the Debt Service Fund. To make the payments on the revenue bonds, transfers are made from the Stormwater and Sewer funds. For budgeting and reporting purposes, the debt service payments on revenue debt are made from the Enterprise Funds.

The debt service payments remain fairly constant because the City follows a policy of replacement debt. Debt issued each year equals the amount retired each year.

**HOSPITAL** – As of January 1, 1997, Sartori Hospital was transferred to Covenant Health Systems and the asset purchase proceeds were put into a trust fund. The interest income off this trust will be used for health care needs in the community. The City will also receive lease income for the leasing of the property to Covenant Health Systems.

**TRUST AND AGENCY** – According to procedures described in State code, certain employee benefits are budgeted in the fund titled Trust and Agency. If a city has levied taxes in the General Fund to the maximum, employee benefits, such as FICA, IPERS, and pension contributions can be levied in the Trust and Agency Fund.

**GENERAL OBLIGATION BOND FUNDS** – These funds are used to track separate bond sales and their related expenditures.

**TIF BOND FUND** – This fund is used to track TIF expenditures in the City's urban renewal areas.

**STREET REPAIRS** – The Local Option Sales Tax was approved for an additional ten years in FY14. These funds are used 100% for street reconstruction and street resurfacing projects.

**CAPITAL PROJECTS FUND** – This fund is used to account for miscellaneous projects that are not funded by a bond sale.

**COMMUNITY CENTER & SENIOR SERVICES** – FY02 was the first year that this division was included in the City's budget. In FY09, general fund dollars started to support this division's operations.





**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Cable Television  
Fund: Cable TV (#254)  
Program: General Government

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Franchise Fees	526,296	518,451	515,000	495,013	515,000	516,000	517,000
Peg Fees	37,660	35,076	40,000	32,250	40,000	40,000	40,000
Miscellaneous	5,846	1,405	1,500	1,644	1,500	1,500	1,500
Interest	39,134	47,427	25,000	33,524	25,000	20,000	20,000
<b>Total</b>	<b>\$608,935</b>	<b>\$602,359</b>	<b>\$581,500</b>	<b>\$562,430</b>	<b>\$581,500</b>	<b>\$577,500</b>	<b>\$578,500</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	278,265	329,097	338,280	308,733	326,570	336,370	346,460
Commodities	11,161	8,055	12,200	9,605	12,000	12,360	12,730
Service & Charges	75,585	71,543	81,130	69,304	85,010	87,560	90,190
Capital Outlay	96,825	225,267	215,000	215,000	285,000	100,000	100,000
Transfer	26,173	27,875	32,210	32,210	33,000	33,990	35,010
<b>Total</b>	<b>\$488,009</b>	<b>\$661,837</b>	<b>\$678,820</b>	<b>\$634,852</b>	<b>\$741,580</b>	<b>\$570,280</b>	<b>\$584,390</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	2.80	3.80	3.60	3.60	3.00	3.00	3.00
Part Time	2.75	1.63	0.50	0.50	0.78	0.78	0.78
<b>Total</b>	<b>5.55</b>	<b>5.43</b>	<b>4.10</b>	<b>4.10</b>	<b>3.78</b>	<b>3.78</b>	<b>3.78</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**CABLE TELEVISION FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	1,838,553	1,959,479	1,900,001	1,900,001	1,827,578	1,667,499	1,674,719
Total Revenues	608,935	602,359	581,500	562,430	581,500	577,500	578,500
Total Expenditures	488,009	661,837	678,820	634,852	741,580	570,280	584,390
Ending Balance	\$1,959,479	\$1,900,001	\$1,802,681	\$1,827,578	\$1,667,499	\$1,674,719	\$1,668,829
Current Year Cash Added (Used)	\$120,926	(\$59,479)	(\$97,320)	(\$72,423)	(\$160,080)	\$7,220	(\$5,890)

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Data Processing  
Fund: Data Processing (#606)  
Program: Internal Service

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Computer Services							
Receipts	1,294,208	1,146,940	1,024,300	1,024,300	1,221,650	1,554,120	1,299,500
Interest Income	27,315	33,555	0	24,872	0	0	0
Miscellaneous Receipts	75	0	0	0	0	0	0
<b>Total</b>	<b>\$1,321,598</b>	<b>\$1,180,495</b>	<b>\$1,024,300</b>	<b>\$1,049,172</b>	<b>\$1,221,650</b>	<b>\$1,554,120</b>	<b>\$1,299,500</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	507,056	513,169	542,910	529,925	562,520	579,400	596,780
Commodities	12,575	7,620	12,000	7,265	12,000	12,360	12,730
Service & Charges	383,256	364,627	448,310	444,260	457,550	471,280	485,420
Capital Outlay	196,109	250,264	328,580	328,580	497,080	491,080	204,570
<b>Total</b>	<b>\$1,098,997</b>	<b>\$1,135,680</b>	<b>\$1,331,800</b>	<b>\$1,310,029</b>	<b>\$1,529,150</b>	<b>\$1,554,120</b>	<b>\$1,299,500</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Part Time	0.73	0.73	0.83	0.83	0.83	0.83	0.83
<b>Total</b>	<b>5.73</b>	<b>5.73</b>	<b>5.83</b>	<b>5.83</b>	<b>5.83</b>	<b>5.83</b>	<b>5.83</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**DATA PROCESSING FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	1,166,979	1,389,580	1,434,395	1,434,395	1,173,537	866,037	866,037
Total Revenues	1,321,598	1,180,495	1,024,300	1,049,172	1,221,650	1,554,120	1,299,500
Total Expenditures	1,098,997	1,135,680	1,331,800	1,310,029	1,529,150	1,554,120	1,299,500
Ending Balance	\$1,389,580	\$1,434,395	\$1,126,895	\$1,173,537	\$866,037	\$866,037	\$866,037
Current Year Cash Added (Used)	\$222,601	\$44,815	(\$307,500)	(\$260,858)	(\$307,500)	\$0	\$0

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO/Parking  
Fund: Parking Fund (#258)  
Program: Public Works

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Meter Collections	6,894	4,332	25,000	11,529	25,000	30,000	30,000
Parking Violations	123,038	146,166	160,000	94,928	160,000	180,000	200,000
Off-Street Parking Permits	26,484	23,521	30,000	14,311	30,000	40,000	40,000
Interest	19,926	21,126	3,000	13,765	3,000	3,000	3,000
Miscellaneous	0	486	0	3,840	0	0	0
<b>Total</b>	<b>\$176,342</b>	<b>\$195,630</b>	<b>\$218,000</b>	<b>\$138,374</b>	<b>\$218,000</b>	<b>\$253,000</b>	<b>\$273,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	82,728	123,065	244,330	192,784	254,270	261,900	269,760
Commodities	4,037	6,889	7,800	2,480	7,800	8,030	8,270
Service & Charges	139,457	64,022	142,630	76,489	145,630	150,000	154,500
Capital Outlay	0	80,209	53,500	53,500	18,500	14,000	0
Transfers	9,880	13,660	21,380	21,380	28,410	29,260	30,140
<b>Total</b>	<b>\$236,102</b>	<b>\$287,846</b>	<b>\$469,640</b>	<b>\$346,633</b>	<b>\$454,610</b>	<b>\$463,190</b>	<b>\$462,670</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	0.32	0.37	1.40	1.40	1.55	1.55	1.55
Part Time	1.73	3.18	3.04	3.04	2.90	2.90	2.90
<b>Total</b>	<b>2.05</b>	<b>3.55</b>	<b>4.44</b>	<b>4.44</b>	<b>4.45</b>	<b>4.45</b>	<b>4.45</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**PARKING FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	969,091	909,331	817,116	817,116	608,856	372,246	162,056
Total Revenues	176,342	195,630	218,000	138,374	218,000	253,000	273,000
Total Expenditures	236,102	287,846	469,640	346,633	454,610	463,190	462,670
Ending Balance	\$909,331	\$817,116	\$565,476	\$608,856	\$372,246	\$162,056	(\$27,615)
Current Year Cash Added (Used)	(\$59,760)	(\$92,215)	(\$251,640)	(\$208,259)	(\$236,610)	(\$210,190)	(\$189,670)



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

**Division:** Comm Ctr & Sr. Svcs.  
**Fund:** Community Center and Senior Services (#262)  
**Program:** Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Rental Income	24,381	10,727	25,000	1,848	25,000	26,000	27,000
Miscellaneous	417	2,648	2,740	362	2,720	3,870	3,610
Interest Income	0	0	0	0	0	0	0
Trips/Buses	0	416	11,000	0	11,000	11,000	12,000
Hawkeye Valley	0	0	0	0	0	0	0
General Fund Support	29,145	60,597	70,000	76,000	67,500	68,000	69,000
<b>Total</b>	<b>\$53,943</b>	<b>\$74,388</b>	<b>\$108,740</b>	<b>\$78,210</b>	<b>\$106,220</b>	<b>\$108,870</b>	<b>\$111,610</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	13,982	30,565	45,070	31,363	47,210	48,630	50,090
Commodities	1,022	355	4,400	121	4,400	4,530	4,670
Service & Charges	26,552	28,557	42,290	12,349	36,780	37,880	39,020
Capital Outlay	0	2,040	500	500	500	500	500
Transfers	12,388	12,871	16,480	16,480	17,330	17,330	17,330
<b>Total</b>	<b>\$53,943</b>	<b>\$74,388</b>	<b>\$108,740</b>	<b>\$60,814</b>	<b>\$106,220</b>	<b>\$108,870</b>	<b>\$111,610</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part Time	0.15	1.40	1.40	1.40	1.40	1.40	1.40
<b>Total</b>	<b>0.15</b>	<b>1.40</b>	<b>1.40</b>	<b>1.40</b>	<b>1.40</b>	<b>1.40</b>	<b>1.40</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**COMMUNITY CENTER & SENIOR SERVICES SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	0	0	0	0	17,395	17,395	17,395
Total Revenues	53,943	74,388	108,740	78,210	106,220	108,870	111,610
Total Expenditures	53,943	74,388	108,740	60,814	106,220	108,870	111,610
Ending Balance	\$0	\$0	\$0	\$17,395	\$17,395	\$17,395	\$17,395
Current Year Cash Added (Used)	\$0	\$0	\$0	\$17,396	\$0	\$0	\$0

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

**Division:** FBO/Vehicle Replacement  
**Fund:** Vehicle Replacement (#685)  
**Program:** Internal Service

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Rental Fees	330,000	330,000	340,000	340,000	449,000	340,000	400,000
<b>Total</b>	<b>\$330,000</b>	<b>\$330,000</b>	<b>\$340,000</b>	<b>\$340,000</b>	<b>\$449,000</b>	<b>\$340,000</b>	<b>\$400,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	289,268	587,273	340,000	340,000	449,000	340,000	400,000
<b>Total</b>	<b>\$289,268</b>	<b>\$587,273</b>	<b>\$340,000</b>	<b>\$340,000</b>	<b>\$449,000</b>	<b>\$340,000</b>	<b>\$400,000</b>

**VEHICLE REPLACEMENT FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
<b>Beginning Balance</b>	(328,395)	(287,663)	(544,936)	(544,936)	(544,936)	(544,936)	(544,936)
<b>Total Revenues</b>	330,000	330,000	340,000	340,000	449,000	340,000	400,000
<b>Total Expenditures</b>	289,268	587,273	340,000	340,000	449,000	340,000	400,000
<b>Ending Balance</b>	<b>(\$287,663)</b>	<b>(\$544,936)</b>	<b>(\$544,936)</b>	<b>(\$544,936)</b>	<b>(\$544,936)</b>	<b>(\$544,936)</b>	<b>(\$544,936)</b>
<b>Current Year Cash Added (Used)</b>	<b>\$40,732</b>	<b>(\$257,273)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: Hospital  
Fund: Hospital (#215)  
Program: Health & Social Services

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Hospital Receipts	729,110	640,000	640,000	640,000	640,000	640,000	640,000
Interest Income	317,731	460,112	481,730	481,730	366,610	370,000	375,000
Lease Income	31,796	31,796	31,800	31,800	31,800	31,800	31,800
Sewer Farm Lease	118,340	118,340	125,000	125,000	125,000	125,000	125,000
<b>Total</b>	<b>\$1,196,977</b>	<b>\$1,250,248</b>	<b>\$1,278,530</b>	<b>\$1,278,530</b>	<b>\$1,163,410</b>	<b>\$1,166,800</b>	<b>\$1,171,800</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Transfer	0	0	0	0	0	0	0
Community Health Care	11,220	195,426	199,000	199,000	12,000	200,000	200,000
Capital Outlay	0	0	20,000	20,000	20,000	0	0
<b>Total</b>	<b>\$11,220</b>	<b>\$195,426</b>	<b>\$219,000</b>	<b>\$219,000</b>	<b>\$32,000</b>	<b>\$200,000</b>	<b>\$200,000</b>

**HOSPITAL FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	8,111,200	9,296,957	10,351,779	10,351,779	11,411,309	12,542,719	13,509,519
Total Revenues	1,196,977	1,250,248	1,278,530	1,278,530	1,163,410	1,166,800	1,171,800
Total Expenditures	11,220	195,426	219,000	219,000	32,000	200,000	200,000
Ending Balance	\$9,296,957	\$10,351,779	\$11,411,309	\$11,411,309	\$12,542,719	\$13,509,519	\$14,481,319
Current Year Cash Added (Used)	\$1,185,757	\$1,054,822	\$1,059,530	\$1,059,530	\$1,131,410	\$966,800	\$971,800

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: Trust & Agency  
Fund: Trust & Agency  
(# 292, 293 & 724)  
Program: Public Safety

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
S.S.M.I.D.-downtown	202,680	190,480	186,380	184,516	4,600	5,000	5,500
S.S.M.I.D.-college hill	31,225	15,732	27,030	26,760	19,950	20,000	25,000
Property Tax - General	2,245,607	1,570,697	2,626,090	2,637,040	2,483,090	2,557,870	2,629,530
Property Tax - Retirement	1,604,832	1,470,662	1,617,110	1,600,939	1,699,310	1,752,550	2,148,910
Interest Income	124,472	115,336	136,940	136,940	118,700	120,000	122,000
<b>Total</b>	<b>\$4,208,816</b>	<b>\$3,362,907</b>	<b>\$4,593,550</b>	<b>\$4,586,194</b>	<b>\$4,325,650</b>	<b>\$4,455,420</b>	<b>\$4,930,940</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,537,311	1,568,899	1,754,050	1,628,706	1,818,010	1,872,550	2,270,910
Transfers	2,329,842	1,776,908	2,839,500	2,839,500	2,507,640	2,582,870	2,660,030
<b>Total</b>	<b>\$3,867,153</b>	<b>\$3,345,808</b>	<b>\$4,593,550</b>	<b>\$4,468,206</b>	<b>\$4,325,650</b>	<b>\$4,455,420</b>	<b>\$4,930,940</b>

**TRUST AND AGENCY FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	5,960,707	6,302,370	6,319,469	6,319,469	6,437,458	6,437,458	6,437,458
Total Revenues	4,208,816	3,362,907	4,593,550	4,586,194	4,325,650	4,455,420	4,930,940
Total Expenditures	3,867,153	3,345,808	4,593,550	4,468,206	4,325,650	4,455,420	4,930,940
Ending Balance	\$6,302,370	\$6,319,469	\$6,319,469	\$6,437,458	\$6,437,458	\$6,437,458	\$6,437,458
Current Year Cash Added (Used)	\$341,663	\$17,099	\$0	\$117,989	\$0	\$0	\$0



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: Debt Service  
Fund: Debt Service (#311)  
Program: Debt Service

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Utilities Receipts	16,388	27,407	0	0	0	0	0
TIF - Industrial Parks	3,568,633	2,710,406	2,988,090	2,958,209	<b>3,324,970</b>	3,300,000	3,400,000
Property Tax	522,810	867,817	664,150	657,509	<b>661,100</b>	1,061,750	1,065,450
Transfer	1,796,871	1,658,135	2,810,380	2,810,380	<b>2,880,860</b>	3,016,760	3,043,800
Miscellaneous	0	0	0	17,625	0	0	0
<b>Total</b>	<b>\$5,904,702</b>	<b>\$5,263,765</b>	<b>\$6,462,620</b>	<b>\$6,443,722</b>	<b>\$6,866,930</b>	<b>\$7,378,510</b>	<b>\$7,509,250</b>
<b>% Of Total Property Tax Levy</b>	2.62%	4.36%	2.95%	3.11%	2.95%		

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Debt Service	2,532,014	3,339,998	3,665,200	3,665,200	<b>3,741,960</b>	4,078,510	4,109,250
TIF Transfers	3,377,796	1,819,373	2,797,420	2,797,420	<b>3,324,970</b>	3,300,000	3,400,000
<b>Total</b>	<b>\$5,909,810</b>	<b>\$5,159,371</b>	<b>\$6,462,620</b>	<b>\$6,462,620</b>	<b>\$7,066,930</b>	<b>\$7,378,510</b>	<b>\$7,509,250</b>

**DEBT SERVICE FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	533,956	528,847	633,241	633,241	<b>614,343</b>	414,343	414,343
Total Revenues	5,904,702	5,263,765	6,462,620	6,443,722	<b>6,866,930</b>	7,378,510	7,509,250
Total Expenditures	5,909,810	5,159,371	6,462,620	6,462,620	<b>7,066,930</b>	7,378,510	7,509,250
Ending Balance	<b>\$528,847</b>	<b>\$633,241</b>	<b>\$633,241</b>	<b>\$614,343</b>	<b>\$414,343</b>	<b>\$414,343</b>	<b>\$414,343</b>
Current Year Cash Added (Used)	(\$5,108)	\$104,394	\$0	(\$18,898)	(\$200,000)	\$0	\$0

Otherfnd

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO  
Fund: General Obligation  
Bond Fund (#436/437/438/439)  
Program: Capital Projects

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Bond Proceeds	3,113,542	34,300	1,445,000	3,602,719	<b>2,133,000</b>	2,410,000	1,320,000
Federal/State Funding	1,647,196	1,245,402	300,000	480,700	<b>1,507,000</b>	0	0
Miscellaneous	1,237,367	102,924	750,000	175,000	0	0	0
Interest Income	12,552	46,275	0	0	0	0	0
<b>Total</b>	<b>\$6,010,657</b>	<b>\$1,428,901</b>	<b>\$2,495,000</b>	<b>\$4,258,419</b>	<b>\$3,640,000</b>	<b>\$2,410,000</b>	<b>\$1,320,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	7,304,050	1,736,732	2,495,000	2,599,311	<b>3,640,000</b>	2,410,000	1,320,000
Transfer	0	0	0	0	0	0	0
<b>Total</b>	<b>\$7,304,050</b>	<b>\$1,736,732</b>	<b>\$2,495,000</b>	<b>\$2,599,311</b>	<b>\$3,640,000</b>	<b>\$2,410,000</b>	<b>\$1,320,000</b>

**GENERAL OBLIGATION BOND FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	(57,884)	(1,351,277)	(1,659,108)	(1,659,108)	(0)	(0)	(0)
Total Revenues	6,010,657	1,428,901	2,495,000	4,258,419	<b>3,640,000</b>	2,410,000	1,320,000
Total Expenditures	7,304,050	1,736,732	2,495,000	2,599,311	<b>3,640,000</b>	2,410,000	1,320,000
Ending Balance	<b>(\$1,351,277)</b>	<b>(\$1,659,108)</b>	<b>(\$1,659,108)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>
Current Year Cash Added (Used)	<b>(\$1,293,393)</b>	<b>(\$307,831)</b>	<b>\$0</b>	<b>\$1,659,108</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO  
Fund: TIF Bond Fund (430)  
Program: Capital Projects

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Bond Proceeds	0	0	0	0	0	0	0
Federal/State Funding	0	0	344,000	344,000	0	0	0
Miscellaneous	35,030	266,034	0	0	0	0	0
Interest Income	0	0	0	0	0	0	0
TIF Transfer	35,448	594,004	2,797,420	3,686,279	<b>6,646,260</b>	6,627,000	6,740,000
<b>Total</b>	<b>\$70,478</b>	<b>\$860,037</b>	<b>\$3,141,420</b>	<b>\$4,030,279</b>	<b>\$6,646,260</b>	<b>\$6,627,000</b>	<b>\$6,740,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	4,011,687	11,277,549	14,444,520	14,444,520	<b>15,763,590</b>	5,864,000	5,380,000
<b>Total</b>	<b>\$4,011,687</b>	<b>\$11,277,549</b>	<b>\$14,444,520</b>	<b>\$14,444,520</b>	<b>\$15,763,590</b>	<b>\$5,864,000</b>	<b>\$5,380,000</b>

**TIF BOND FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
<b>Beginning Balance</b>	570,024	(3,371,185)	(13,788,696)	(13,788,696)	<b>(24,202,938)</b>	(33,320,268)	(32,557,268)
<b>Total Revenues</b>	70,478	860,037	3,141,420	4,030,279	<b>6,646,260</b>	6,627,000	6,740,000
<b>Total Expenditures</b>	4,011,687	11,277,549	14,444,520	14,444,520	<b>15,763,590</b>	5,864,000	5,380,000
<b>Ending Balance</b>	<b>(\$3,371,185)</b>	<b>(\$13,788,696)</b>	<b>(\$25,091,796)</b>	<b>(\$24,202,938)</b>	<b>(\$33,320,268)</b>	<b>(\$32,557,268)</b>	<b>(\$31,197,268)</b>
<b>Current Year Cash Added (Used)</b>	<b>(\$3,941,209)</b>	<b>(\$10,417,511)</b>	<b>(\$11,303,100)</b>	<b>(\$10,414,241)</b>	<b>(\$9,117,330)</b>	<b>\$763,000</b>	<b>\$1,360,000</b>

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division: FBO  
Fund: Street Repairs (#242)  
Program: Public Works

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Local Sales Tax	5,231,771	5,174,075	5,200,000	6,043,520	<b>5,200,000</b>	5,300,000	5,400,000
Interest	300,380	334,038	60,000	283,533	<b>60,000</b>	50,000	50,000
Federal/State Funding	683,723	96,940	0	0	<b>0</b>	0	0
Miscellaneous	596,200	354,497	0	2,625,000	<b>0</b>	0	0
<b>Total</b>	<b>\$6,812,073</b>	<b>\$5,959,550</b>	<b>\$5,260,000</b>	<b>\$8,952,053</b>	<b>\$5,260,000</b>	<b>\$5,350,000</b>	<b>\$5,450,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	6,574,184	6,636,563	4,083,000	5,982,316	<b>13,508,550</b>	7,943,000	4,100,000
<b>Total</b>	<b>\$6,574,184</b>	<b>\$6,636,563</b>	<b>\$4,083,000</b>	<b>\$5,982,316</b>	<b>\$13,508,550</b>	<b>\$7,943,000</b>	<b>\$4,100,000</b>

**STREET REPAIR FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	14,763,378	15,001,267	14,324,253	14,324,253	<b>17,293,991</b>	9,045,441	6,452,441
Total Revenues	6,812,073	5,959,550	5,260,000	8,952,053	<b>5,260,000</b>	5,350,000	5,450,000
Total Expenditures	6,574,184	6,636,563	4,083,000	5,982,316	<b>13,508,550</b>	7,943,000	4,100,000
Ending Balance	<b>\$15,001,267</b>	<b>\$14,324,253</b>	<b>\$15,501,253</b>	<b>\$17,293,991</b>	<b>\$9,045,441</b>	<b>\$6,452,441</b>	<b>\$7,802,441</b>
Current Year Cash Added (Used)	\$237,889	(\$677,013)	\$1,177,000	\$2,969,737	(\$8,248,550)	(\$2,593,000)	\$1,350,000



Otherfnd

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

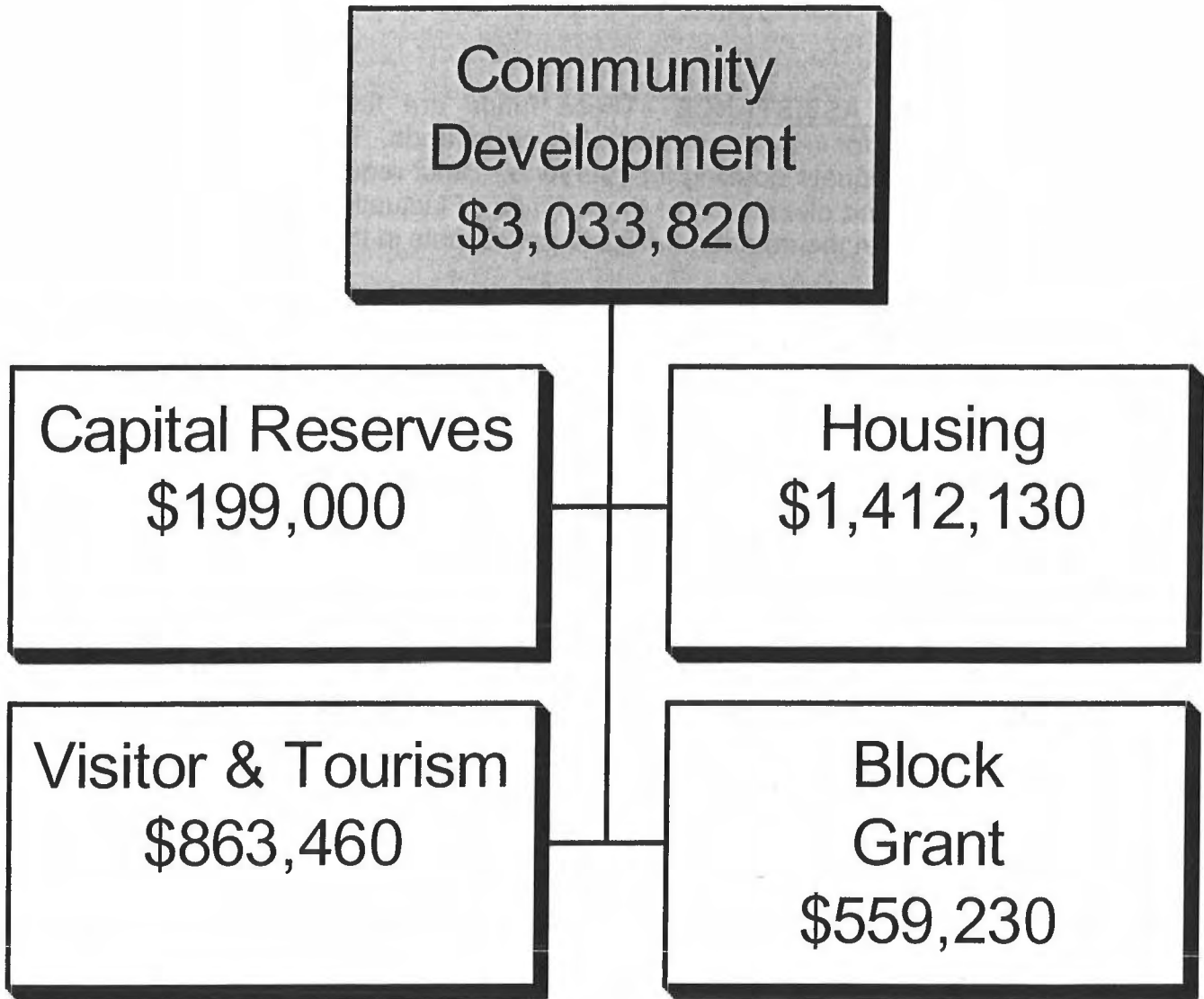
**Division:** FBO  
**Fund:** Capital Projects Fund (#443/402  
404/405/473/483/484)  
**Program:** Capital Projects

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Projects Fund	33,044	57,738	287,240	84,153	<b>281,220</b>	275,200	269,180
TIF - Downtown	254,447	186,410	593,660	587,723	<b>2,535,090</b>	2,540,000	2,550,000
Economic Dev. Transfers	1,838,632	454,810	1,300,000	1,300,000	<b>1,300,000</b>	1,300,000	1,300,000
TIF - Pinnacle Prairie	113,174	0	105,390	104,336	<b>21,870</b>	22,000	22,000
Federal/State Funding	5,401,460	2,572,798	0	1,033,401	<b>1,787,400</b>	0	0
TIF-College Hill	0	0	58,750	58,163	<b>159,990</b>	160,000	161,000
TIF-South Cedar Falls	0	0	105,880	0	<b>604,340</b>	605,000	607,000
Interest	610,785	687,716	300,000	556,199	<b>300,000</b>	300,000	300,000
Miscellaneous	111,857	2,264,113	0	52,819	<b>250,000</b>	0	0
CFU Transfer	1,690,581	1,659,000	1,700,000	1,700,000	<b>1,700,000</b>	1,700,000	1,700,000
<b>Total</b>	<b>\$10,053,979</b>	<b>\$7,882,585</b>	<b>\$4,450,920</b>	<b>\$5,476,795</b>	<b>\$8,939,910</b>	<b>\$6,902,200</b>	<b>\$6,909,180</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	13,079,994	3,081,069	2,011,380	2,011,380	<b>5,347,820</b>	2,405,200	370,000
Transfers	399,719	186,410	400,000	0	<b>3,721,290</b>	3,367,000	3,740,000
<b>Total</b>	<b>\$13,479,713</b>	<b>\$3,267,479</b>	<b>\$2,411,380</b>	<b>\$2,011,380</b>	<b>\$9,069,110</b>	<b>\$5,772,200</b>	<b>\$4,110,000</b>

**CAPITAL PROJECTS FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	31,224,420	27,798,686	32,413,792	32,413,792	<b>35,879,207</b>	35,750,007	36,880,007
Total Revenues	10,053,979	7,882,585	4,450,920	5,476,795	<b>8,939,910</b>	6,902,200	6,909,180
Total Expenditures	13,479,713	3,267,479	2,411,380	2,011,380	<b>9,069,110</b>	5,772,200	4,110,000
Ending Balance	<b>\$27,798,686</b>	<b>\$32,413,792</b>	<b>\$34,453,332</b>	<b>\$35,879,207</b>	<b>\$35,750,007</b>	<b>\$36,880,007</b>	<b>\$39,679,187</b>
Current Year Cash Added (Used)	(\$3,425,734)	\$4,615,106	\$2,039,540	\$3,465,415	(\$129,200)	\$1,130,000	\$2,799,180



**CITY OF CEDAR FALLS  
REVENUE SUMMARY BY FUND AND DEPARTMENT  
COMMUNITY DEVELOPMENT  
FOR FISCAL YEAR 2019 – 2024**

**SECTION 8 HOUSING ASSISTANCE** – These funds are federal grants that are required to be accounted for in separate special revenue funds. The purpose of Section 8 grants is to ensure adequate housing for everyone. Strict requirements are adhered to in the administration and distribution of these funds. Fluctuations in these revenues result due to fluctuations in the number of eligible participants in the programs.

**BLOCK GRANT** – Community Development Block Grant (CDBG) funds are federal grant funds that must be accounted for in a special revenue fund. Only projects that comply with CDBG requirements may be programmed for any fiscal year. Fluctuations are due to the number of projects that are eligible for CDBG funding.

**CAPITAL RESERVES** – The Capital Reserve Funds account for the revenues set aside each year from golf fees, recreation center fees, softball fees, and cultural fees. These set aside funds are held in reserve for future capital improvements relating to these activities.

**VISITORS & TOURISM SERVICES** – During FY01, the City Council voted to incorporate the Bureau into the City's Human and Leisure Services Department. The Bureau is funded by 50% of the hotel/motel revenue received by the City.

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

**Division:** Community & Econ. Dev.  
**Fund:** Housing (#217)  
**Program:** Community & Econ. Dev.

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Housing Vouchers	1,205,406	1,438,599	1,395,700	1,507,277	<b>1,412,130</b>	1,454,500	1,498,130
Program Income	15,199	10,206	0	3,503	<b>0</b>	0	0
<b>Total</b>	<b>\$1,220,604</b>	<b>\$1,448,805</b>	<b>\$1,395,700</b>	<b>\$1,510,780</b>	<b>\$1,412,130</b>	<b>\$1,454,500</b>	<b>\$1,498,130</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	106,346	101,649	165,860	102,654	<b>163,890</b>	168,810	173,870
Commodities	3,324	2,932	3,040	2,618	<b>3,040</b>	3,130	3,220
Service & Charges	1,158,230	1,288,656	1,226,800	1,314,295	<b>1,245,200</b>	1,282,560	1,321,040
Capital Outlay	0	0	0	0	<b>0</b>	0	0
Transfers	0	0	0	0	<b>0</b>	0	0
<b>Total</b>	<b>\$1,267,900</b>	<b>\$1,393,238</b>	<b>\$1,395,700</b>	<b>\$1,419,569</b>	<b>\$1,412,130</b>	<b>\$1,454,500</b>	<b>\$1,498,130</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	0.70	1.04	1.04	1.04	<b>1.04</b>	1.04	1.04
Part Time	0.77	0.04	1.55	1.55	<b>1.55</b>	1.55	1.55
<b>Total</b>	<b>1.47</b>	<b>1.08</b>	<b>2.59</b>	<b>2.59</b>	<b>2.59</b>	<b>2.59</b>	<b>2.59</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**HOUSING VOUCHERS FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	612,251	564,955	620,522	620,522	<b>711,735</b>	711,735	711,735
Total Revenues	1,220,604	1,448,805	1,395,700	1,510,780	<b>1,412,130</b>	1,454,500	1,498,130
Total Expenditures	1,267,900	1,393,238	1,395,700	1,419,569	<b>1,412,130</b>	1,454,500	1,498,130
Ending Balance	<b>\$564,955</b>	<b>\$620,522</b>	<b>\$620,522</b>	<b>\$711,735</b>	<b>\$711,735</b>	<b>\$711,735</b>	<b>\$711,735</b>
Current Year Cash Added (Used)	(\$47,296)	\$55,567	\$0	\$91,212	\$0	\$0	\$0



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: Community & Econ. Dev.  
Fund: Block Grant (#223)  
Program: Community & Econ. Dev.

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Block Grants	229,368	427,353	645,580	443,000	559,230	524,500	540,230
Program Income	0	0	0	0	0	0	0
Home Project Reimb.	505	31	0	31	0	0	0
<b>Total</b>	<b>\$229,873</b>	<b>\$427,384</b>	<b>\$645,580</b>	<b>\$443,031</b>	<b>\$559,230</b>	<b>\$524,500</b>	<b>\$540,230</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	21,603	18,949	11,670	19,021	11,990	12,350	12,720
Commodities	397	369	650	720	750	770	790
Service & Charges	198,787	442,143	633,260	328,866	496,490	511,380	526,720
Capital Outlay	0	0	0	0	50,000	0	0
<b>Total</b>	<b>\$220,787</b>	<b>\$461,461</b>	<b>\$645,580</b>	<b>\$348,607</b>	<b>\$559,230</b>	<b>\$524,500</b>	<b>\$540,230</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	0.45	0.11	0.08	0.08	0.08	0.08	0.08
Part Time	0.00	0.04	0.07	0.07	0.07	0.07	0.07
<b>Total</b>	<b>0.45</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**BLOCK GRANT FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	121,537	130,623	96,545	96,545	190,969	190,969	190,969
Total Revenues	229,873	427,384	645,580	443,031	559,230	524,500	540,230
Total Expenditures	220,787	461,461	645,580	348,607	559,230	524,500	540,230
Ending Balance	\$130,623	\$96,545	\$96,545	\$190,969	\$190,969	\$190,969	\$190,969
Current Year Cash Added (Used)	\$9,086	(\$34,077)	\$0	\$94,424	\$0	\$0	\$0

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division: Visitor & Tourism Svcs  
Fund: Visitors & Tourism Services  
(#261)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Interest	19,801	20,173	15,000	13,477	15,000	10,000	5,000
Hotel/Motel Transfer	438,936	389,068	437,500	358,750	218,750	440,000	445,000
Building Reserve Transfer	0	0	21,880	17,940	10,940	22,000	22,250
Tourism Marketing Trans.	79,009	70,032	78,750	64,575	39,380	79,200	80,100
Postage Income	1,936	2,895	0	3,609	0	0	0
Media Income	2,824	2,588	0	0	0	0	0
Building Rental Fees	8,188	2,738	5,000	1,200	5,000	5,000	5,000
Gift Shop Receipts	5,723	5,512	5,000	4,301	5,000	5,100	5,200
Special Projects	3,170	1,000	0	0	0	0	0
Brochures & Pub Income	0	13,134	0	0	0	0	0
Miscellaneous	3,958	1,218	6,000	6,000	6,000	6,000	206,000
<b>Total</b>	<b>\$563,543</b>	<b>\$508,357</b>	<b>\$569,130</b>	<b>\$469,852</b>	<b>\$300,070</b>	<b>\$567,300</b>	<b>\$768,550</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	238,900	249,959	328,500	305,637	352,410	362,980	373,870
Commodities	102,881	92,937	103,980	87,679	91,380	94,120	96,940
Service & Charges	161,369	214,176	226,990	175,609	186,930	192,540	198,320
Capital Outlay	136,862	22,881	97,080	97,080	228,140	5,000	30,000
Transfers	7,100	7,440	4,600	4,600	4,600	4,500	4,500
<b>Total</b>	<b>\$647,111</b>	<b>\$587,393</b>	<b>\$761,150</b>	<b>\$670,605</b>	<b>\$863,460</b>	<b>\$659,140</b>	<b>\$703,630</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Part Time	2.91	2.91	2.91	2.91	2.91	2.91	2.91
<b>Total</b>	<b>3.91</b>	<b>4.91</b>	<b>4.91</b>	<b>4.91</b>	<b>4.91</b>	<b>4.91</b>	<b>4.91</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**TOURISM AND VISITORS SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	958,033	874,465	795,430	795,430	594,677	31,287	(60,553)
Total Revenues	563,543	508,357	569,130	469,852	300,070	567,300	768,550
Total Expenditures	647,111	587,393	761,150	670,605	863,460	659,140	703,630
Ending Balance	\$874,465	\$795,430	\$603,410	\$594,677	\$31,287	(\$60,553)	\$4,367
Current Year Cash Added (Used)	(\$83,568)	(\$79,036)	(\$192,020)	(\$200,752)	(\$563,390)	(\$91,840)	\$64,920

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF COMMUNITY DEVELOPMENT**

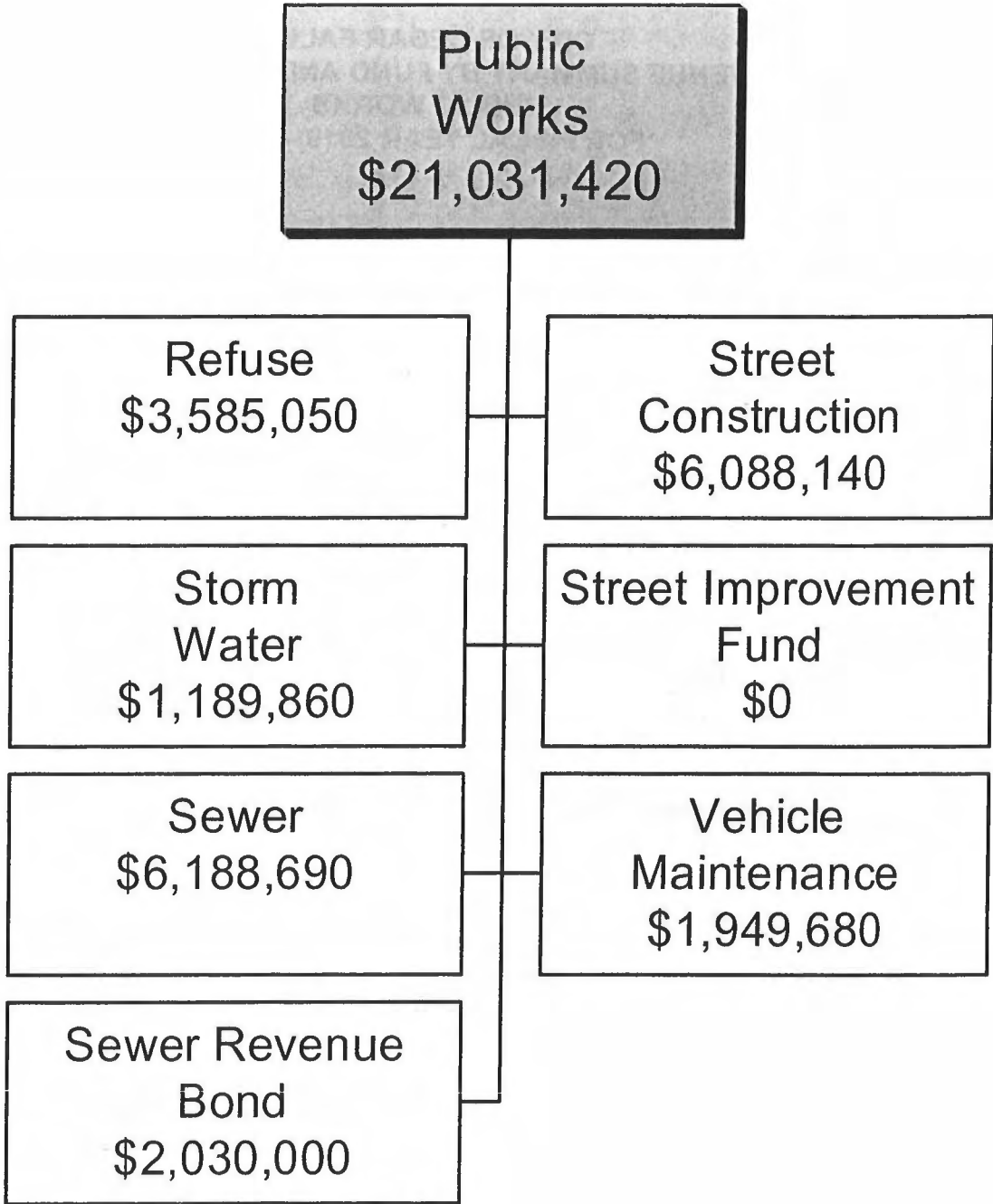
Division: Capital Reserves  
Fund: Capital Reserves  
(294-298 & 472)  
Program: Culture & Recreation

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Cultural Fees	33,962	17,770	0	1,300	7,000	0	0
Golf Fees	10,000	20,000	0	30,000	170,000	5,000	85,000
Rec. Center Fees	247,617	92,254	1,032,500	81,535	19,000	362,000	31,000
Softball Fees	13,505	8,773	5,000	10,176	3,000	3,000	3,000
Interest Income	56,274	68,896	0	47,311	0	0	0
Transfer	0	0	0	0	0	0	0
<b>Total</b>	<b>\$361,358</b>	<b>\$207,692</b>	<b>\$1,037,500</b>	<b>\$170,322</b>	<b>\$199,000</b>	<b>\$370,000</b>	<b>\$119,000</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	119,382	339,944	1,037,500	1,037,500	199,000	370,000	119,000
Service Charge	4,115	1,919	0	0	0	0	0
<b>Total</b>	<b>\$123,497</b>	<b>\$341,863</b>	<b>\$1,037,500</b>	<b>\$1,037,500</b>	<b>\$199,000</b>	<b>\$370,000</b>	<b>\$119,000</b>

**CAPITAL RESERVES FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	2,708,970	2,946,831	2,812,661	2,812,661	1,945,483	1,945,483	1,945,483
Total Revenues	361,358	207,692	1,037,500	170,322	199,000	370,000	119,000
Total Expenditures	123,497	341,863	1,037,500	1,037,500	199,000	370,000	119,000
Ending Balance	\$2,946,831	\$2,812,661	\$2,812,661	\$1,945,483	\$1,945,483	\$1,945,483	\$1,945,483
Current Year Cash Added (Used)	\$237,861	(\$134,171)	\$0	(\$867,178)	\$0	\$0	\$0





**CITY OF CEDAR FALLS  
REVENUE SUMMARY BY FUND AND DEPARTMENT  
PUBLIC WORKS  
FOR FISCAL YEAR 2019 – 2024**

**REFUSE FUND** – The Refuse Fund has been experiencing significant increases in landfill tipping fees and refuse collection costs, as well as investing curbside recycling and cost saving ideas such as one-man garbage trucks. To cover the increase in costs, refuse rates were evaluated in 2020 and fees were increased effective 1/1/21.

**STORM WATER** – This was a new enterprise fund in FY07. New federal and state mandates related to storm water runoff and water quality forced the City to provide inspection and detection services. New ordinances were created in FY06 to establish the Storm Water Utility. Storm Water rates will increase by 5% each year for the next 4 years

**SEWER RENTAL FUND** – Sewer rates will increase by 5% each year for the next 3 years. These increases are necessary due to large sewer projects to ensure compliance with EPA and DNR.

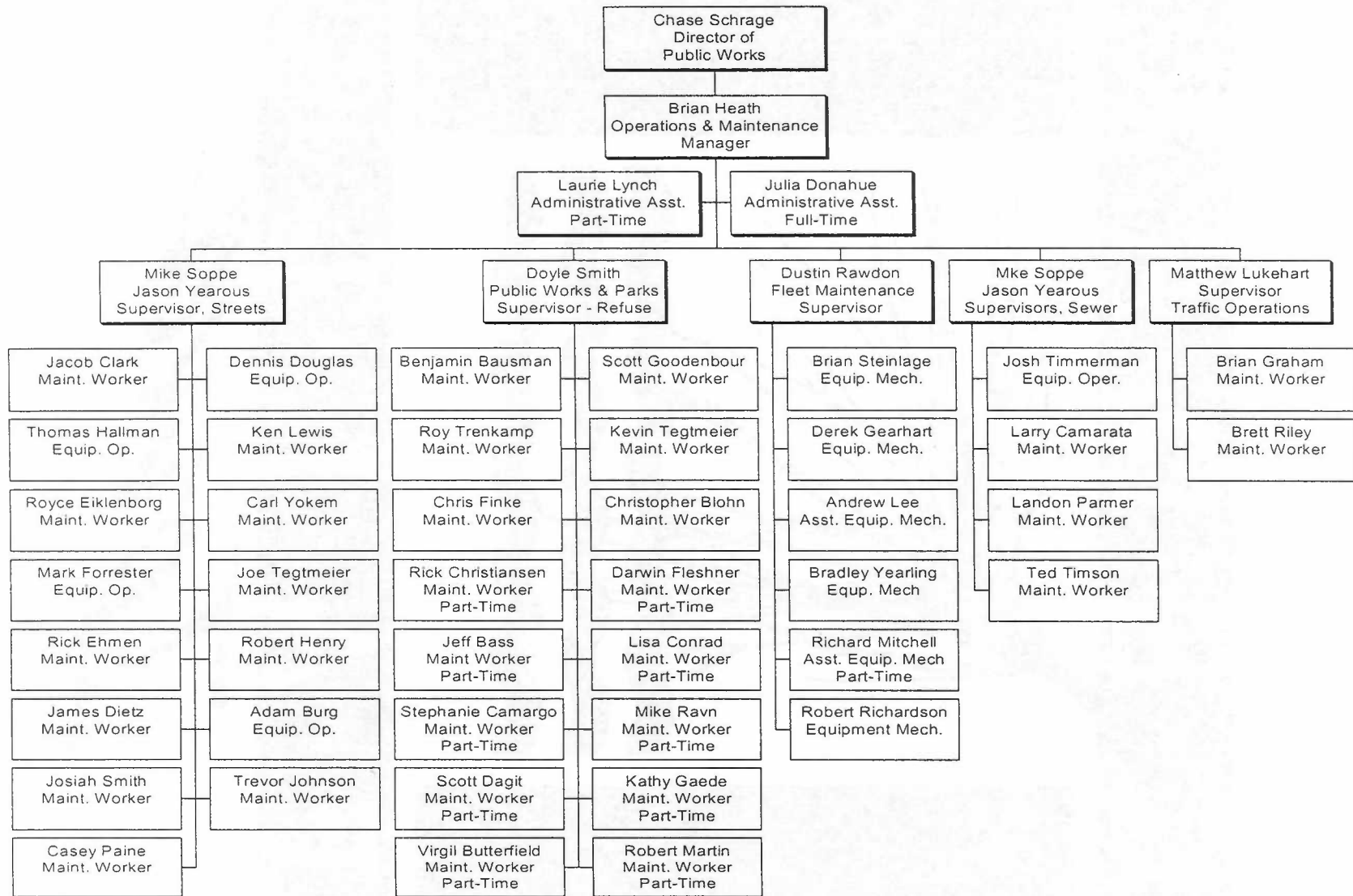
**SEWER REVENUE BOND FUND** – This fund is used to account for sewer projects that are funded by revenue bond sales.

**STREET CONSTRUCTION FUND** – The Street Construction Fund accounts for the Road Use Tax revenues that are distributed to the City by the State of Iowa. The Road Use Tax funds are required by State law to be accounted for in a separate special revenue fund. The State determines the amount each city receives based on a formula that uses the population of the city.

**VEHICLE MAINTENANCE FUND** – The Vehicle Maintenance Fund maintains and accounts for all vehicles in the City. The Vehicle Maintenance expenditures are allocated to all the departments based on actual maintenance services provided to those departments in the past fiscal year.

**STREET IMPROVEMENT FUND** – This fund accounts for the \$20 million received from the State of Iowa for the transfer of jurisdiction related to University Avenue. Costs associated with the reconstruction of University Avenue flowed through this fund. As the project is now completed, this fund will be closed out.

### City of Cedar Falls Public Works



6-31



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Refuse  
Fund: Refuse (#551)  
Program: Business-Type

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Collections	2,430,602	2,461,570	2,500,000	2,657,587	<b>2,700,000</b>	2,835,000	2,976,750
Interest	102,405	119,678	50,000	84,450	<b>50,000</b>	50,000	50,000
Miscellaneous	134,468	54,186	20,000	18,200	<b>20,000</b>	20,000	20,000
Sewer Rental Fund Transfer	0	0	145,680	145,680	<b>141,720</b>	145,970	150,350
Street Construction Fund Xfer	198,420	203,160	145,680	145,680	<b>141,720</b>	145,970	150,350
Transfer Station Fees	242,134	235,351	260,000	250,231	<b>260,000</b>	260,000	270,000
Yard Waste Fees	2,151	2,374	2,000	1,332	<b>2,000</b>	2,000	2,000
Bag Tags	342	352	0	252	<b>0</b>	0	0
Recycling	216,387	168,808	200,000	218,528	<b>200,000</b>	200,000	200,000
<b>Total</b>	<b>\$3,326,910</b>	<b>\$3,245,479</b>	<b>\$3,323,360</b>	<b>\$3,521,939</b>	<b>\$3,515,440</b>	<b>\$3,658,940</b>	<b>\$3,819,450</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,193,381	1,296,315	1,323,360	1,320,487	<b>1,442,310</b>	1,485,580	1,530,150
Commodities	56,367	87,907	105,940	98,550	<b>107,940</b>	111,180	114,520
Service & Charges	1,234,590	1,283,229	1,263,050	1,143,717	<b>1,340,060</b>	1,380,260	1,421,670
Capital Outlay	287,051	723,582	281,670	281,670	<b>525,000</b>	325,000	370,000
Debt Service	0	0	0	0	<b>0</b>	0	0
Transfers	137,023	145,933	158,270	158,270	<b>169,740</b>	174,830	180,070
<b>Total</b>	<b>\$2,908,412</b>	<b>\$3,536,967</b>	<b>\$3,132,290</b>	<b>\$3,002,695</b>	<b>\$3,585,050</b>	<b>\$3,476,850</b>	<b>\$3,616,410</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	10.83	9.50	9.67	9.67	<b>9.67</b>	9.67	9.67
Part Time	6.91	6.91	6.98	6.98	<b>8.43</b>	8.43	8.43
<b>Total</b>	<b>17.74</b>	<b>16.41</b>	<b>16.65</b>	<b>16.65</b>	<b>18.10</b>	<b>18.10</b>	<b>18.10</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**REFUSE FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	4,734,192	5,152,690	4,861,202	4,861,202	<b>5,380,448</b>	5,310,837	5,492,927
Total Revenues	3,326,910	3,245,479	3,323,360	3,521,939	<b>3,515,440</b>	3,658,940	3,819,450
Total Expenditures	2,908,412	3,536,967	3,132,290	3,002,695	<b>3,585,050</b>	3,476,850	3,616,410
Ending Balance	<b>\$5,152,690</b>	<b>\$4,861,202</b>	<b>\$5,052,272</b>	<b>\$5,380,448</b>	<b>\$5,310,837</b>	<b>\$5,492,927</b>	<b>\$5,695,968</b>
Current Year Cash Added (Used)	\$418,498	(\$291,488)	\$191,070	\$519,245	(\$69,610)	\$182,090	\$203,040



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Engineering/Storm Water  
Fund: Storm Water (#555)  
Program: Business-Type

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Storm Water Fees	908,422	971,765	950,000	1,026,099	1,000,000	1,050,000	1,102,500
Permit & Review Fees	40,075	21,263	25,000	15,302	25,000	25,000	25,000
Interest	38,630	47,637	20,000	28,562	20,000	15,000	10,000
Miscellaneous Receipts	0	95,057	0	0	0	0	0
<b>Total</b>	<b>\$987,127</b>	<b>\$1,135,722</b>	<b>\$995,000</b>	<b>\$1,069,963</b>	<b>\$1,045,000</b>	<b>\$1,090,000</b>	<b>\$1,137,500</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	190,412	254,645	273,180	265,069	282,190	290,660	299,380
Commodities	7,843	18,139	26,300	24,103	26,300	27,090	27,900
Service & Charges	169,398	128,866	141,040	104,686	159,160	163,930	168,850
Capital Outlay	111,286	1,122,586	840,000	840,000	574,000	880,000	205,000
Debt Service	0	0	115,500	115,500	116,500	117,250	117,750
Transfers	137,289	148,200	29,150	29,150	31,710	32,660	33,640
<b>Total</b>	<b>\$616,227</b>	<b>\$1,672,436</b>	<b>\$1,425,170</b>	<b>\$1,378,508</b>	<b>\$1,189,860</b>	<b>\$1,511,590</b>	<b>\$852,520</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	3.20	3.20	3.20	3.20	3.20	3.20	3.20
Part Time	0.10	0.10	0.10	0.10	0.10	0.10	0.10
<b>Total</b>	<b>3.30</b>	<b>3.30</b>	<b>3.30</b>	<b>3.30</b>	<b>3.30</b>	<b>3.30</b>	<b>3.30</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**STORM WATER FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	1,802,710	2,173,610	1,636,897	1,636,897	1,328,352	1,183,492	761,902
Total Revenues	987,127	1,135,722	995,000	1,069,963	1,045,000	1,090,000	1,137,500
Total Expenditures	616,227	1,672,436	1,425,170	1,378,508	1,189,860	1,511,590	852,520
Ending Balance	\$2,173,610	\$1,636,897	\$1,206,727	\$1,328,352	\$1,183,492	\$761,902	\$1,046,882
Current Year Cash Added (Used)	\$370,900	(\$536,713)	(\$430,170)	(\$308,544)	(\$144,860)	(\$421,590)	\$284,980

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Sewer Rental  
Fund: Sewer Rental (#552)  
Program: Business-Type

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Collections	6,425,530	6,708,245	6,825,000	6,983,699	7,100,000	7,455,000	7,827,750
Interest	178,435	224,708	150,000	174,620	150,000	150,000	150,000
Miscellaneous	5,103	4,597	5,000	18,104	5,000	5,000	5,000
Industrial User Fees	25,344	30,112	15,000	34,601	30,000	30,000	30,000
Farm Rental	97,600	97,600	100,000	97,600	100,000	100,000	100,000
<b>Total</b>	<b>\$6,732,011</b>	<b>\$7,065,262</b>	<b>\$7,095,000</b>	<b>\$7,308,623</b>	<b>\$7,385,000</b>	<b>\$7,740,000</b>	<b>\$8,112,750</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,226,688	1,261,768	1,349,180	1,250,588	1,380,240	1,421,650	1,464,300
Commodities	196,354	240,039	240,900	203,675	270,900	279,030	287,400
Service & Charges	1,007,687	952,272	1,018,330	669,950	1,074,760	1,107,000	1,140,210
Capital Outlay	233,325	714,487	1,090,000	1,090,000	615,000	685,000	615,000
Debt Service	1,401,022	1,440,745	2,593,990	2,593,990	2,563,360	2,537,960	2,521,500
Transfers	1,317,243	1,298,983	287,360	287,360	284,430	292,960	301,750
<b>Total</b>	<b>\$5,382,320</b>	<b>\$5,908,293</b>	<b>\$6,579,760</b>	<b>\$6,095,563</b>	<b>\$6,188,690</b>	<b>\$6,323,600</b>	<b>\$6,330,160</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	14.10	15.10	15.00	15.00	15.00	15.00	15.00
Part Time	3.72	2.27	2.27	2.27	2.27	2.27	2.27
<b>Total</b>	<b>17.82</b>	<b>17.37</b>	<b>17.27</b>	<b>17.27</b>	<b>17.27</b>	<b>17.27</b>	<b>17.27</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**SEWER RENTAL FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	7,150,680	8,500,370	9,657,339	9,657,339	10,870,399	12,066,709	13,483,109
Total Revenues	6,732,011	7,065,262	7,095,000	7,308,623	7,385,000	7,740,000	8,112,750
Total Expenditures	5,382,320	5,908,293	6,579,760	6,095,563	6,188,690	6,323,600	6,330,160
Ending Balance	\$8,500,370	\$9,657,339	\$10,172,579	\$10,870,399	\$12,066,709	\$13,483,109	\$15,265,699
Current Year Cash Added (Used)	\$1,349,691	\$1,156,969	\$515,240	\$1,213,060	\$1,196,310	\$1,416,400	\$1,782,590

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Public Works  
Fund: Sewer & Storm Wtr Rev Bonds  
(541/545)  
Program: Business-Type

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Bond Proceeds	5,159,241	659,764	0	0	0	0	0
Interest Income	12,552	26,343	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0
<b>Total</b>	<b>\$5,171,794</b>	<b>\$686,107</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Capital Outlay	687,638	410,162	0	241,254	2,030,000	0	0
<b>Total</b>	<b>\$687,638</b>	<b>\$410,162</b>	<b>\$0</b>	<b>\$241,254</b>	<b>\$2,030,000</b>	<b>\$0</b>	<b>\$0</b>

**SEWER REVENUE BONDS FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	(2,488,846)	1,995,309	2,271,254	2,271,254	2,030,000	(0)	(0)
Total Revenues	5,171,794	686,107	0	0	0	0	0
Total Expenditures	687,638	410,162	0	241,254	2,030,000	0	0
Ending Balance	\$1,995,309	\$2,271,254	\$2,271,254	\$2,030,000	(\$0)	(\$0)	(\$0)
Current Year Cash Added (Used)	\$4,484,155	\$275,945	\$0	(\$241,254)	(\$2,030,000)	\$0	\$0

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Street Construction  
Fund: Street Construction (#206)  
Program: Public Works

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Road Use Tax	5,072,219	5,047,157	5,025,280	5,473,610	5,025,280	5,044,910	5,084,170
West 1st	0	0	0	0	0	0	0
Miscellaneous	126,868	107,047	10,000	43,060	10,000	10,000	10,000
<b>Total</b>	<b>\$5,199,087</b>	<b>\$5,154,204</b>	<b>\$5,035,280</b>	<b>\$5,516,670</b>	<b>\$5,035,280</b>	<b>\$5,054,910</b>	<b>\$5,094,170</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	1,640,000	1,588,147	1,738,610	1,693,865	1,680,890	1,731,320	1,783,260
Commodities	548,994	558,734	649,190	192,488	646,810	666,210	686,200
Service & Charges	768,983	869,639	856,240	852,556	850,430	875,940	902,220
Capital Outlay	1,331,611	1,618,805	3,095,660	3,095,660	2,557,500	2,312,000	2,082,000
Debt Service	0	0	0	0	0	0	0
Transfers	357,443	376,853	351,960	351,960	352,510	363,090	373,980
<b>Total</b>	<b>\$4,647,031</b>	<b>\$5,012,178</b>	<b>\$6,691,660</b>	<b>\$6,186,530</b>	<b>\$6,088,140</b>	<b>\$5,948,560</b>	<b>\$5,827,660</b>

Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	19.00	20.50	19.50	19.50	19.50	19.50	19.50
Part Time	5.10	4.15	4.87	4.87	3.42	3.42	3.42
<b>Total</b>	<b>24.10</b>	<b>24.65</b>	<b>24.37</b>	<b>24.37</b>	<b>22.92</b>	<b>22.92</b>	<b>22.92</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**STREET CONSTRUCTION FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	7,885,301	8,437,357	8,579,383	8,579,383	7,909,523	6,856,663	5,963,013
Total Revenues	5,199,087	5,154,204	5,035,280	5,516,670	5,035,280	5,054,910	5,094,170
Total Expenditures	4,647,031	5,012,178	6,691,660	6,186,530	6,088,140	5,948,560	5,827,660
Ending Balance	8,437,357	8,579,383	6,923,003	7,909,523	6,856,663	5,963,013	5,229,524
Current Year Cash Added (Used)	552,056	142,026	(1,656,380)	(669,858)	(1,052,860)	(893,650)	(733,490)



**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

Division: Street Improvement  
Fund: Street Improvement (#408)  
Program: Capital Projects

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Federal/State Funding	501,250	0	0	0	0	0	0
Miscellaneous	533,438	3,927,548	0	48,750	0	0	0
Interest	0	0	0	0	0	0	0
<b>Total</b>	<b>\$1,034,688</b>	<b>\$3,927,548</b>	<b>\$0</b>	<b>\$48,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	0	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Service & Charges	0	0	0	0	0	0	0
Capital Outlay	1,696,549	270,281	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0
<b>Total</b>	<b>\$1,696,549</b>	<b>\$270,281</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**STREET IMPROVEMENT FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	(3,044,156)	(3,706,017)	(48,750)	(48,750)	0	0	0
Total Revenues	1,034,688	3,927,548	0	48,750	0	0	0
Total Expenditures	1,696,549	270,281	0	0	0	0	0
Ending Balance	(3,706,017)	(48,750)	(48,750)	0	0	0	0
Current Year Cash Added (Used)	(661,861)	3,657,267	0	48,750	0	0	0

**CITY OF CEDAR FALLS  
FY2022 BUDGET  
DEPARTMENT OF PUBLIC WORKS**

**Division:** Vehicle Maintenance  
**Fund:** Vehicle Maintenance (#685)  
**Program:** Internal Service

Revenue	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Rental Fees	1,752,850	1,741,050	1,672,250	1,672,250	1,614,680	1,620,770	1,678,550
Interest	55,479	70,247	5,000	53,034	5,000	5,000	5,000
Miscellaneous	83,740	93,898	30,000	44,098	30,000	30,000	30,000
<b>Total</b>	<b>\$1,892,068</b>	<b>\$1,905,195</b>	<b>\$1,707,250</b>	<b>\$1,769,382</b>	<b>\$1,649,680</b>	<b>\$1,655,770</b>	<b>\$1,713,550</b>

Expenditures	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Personal Services	394,565	476,983	549,650	528,257	569,100	586,170	603,760
Commodities	897,022	931,489	969,470	949,410	1,029,970	1,060,870	1,092,700
Service & Charges	250,750	202,109	306,460	318,864	270,610	278,730	287,090
Capital Outlay	0	0	181,670	181,670	80,000	30,000	30,000
Transfers	0	0	0	0	0	0	0
<b>Total</b>	<b>\$1,542,338</b>	<b>\$1,610,582</b>	<b>\$2,007,250</b>	<b>\$1,978,201</b>	<b>\$1,949,680</b>	<b>\$1,955,770</b>	<b>\$2,013,550</b>

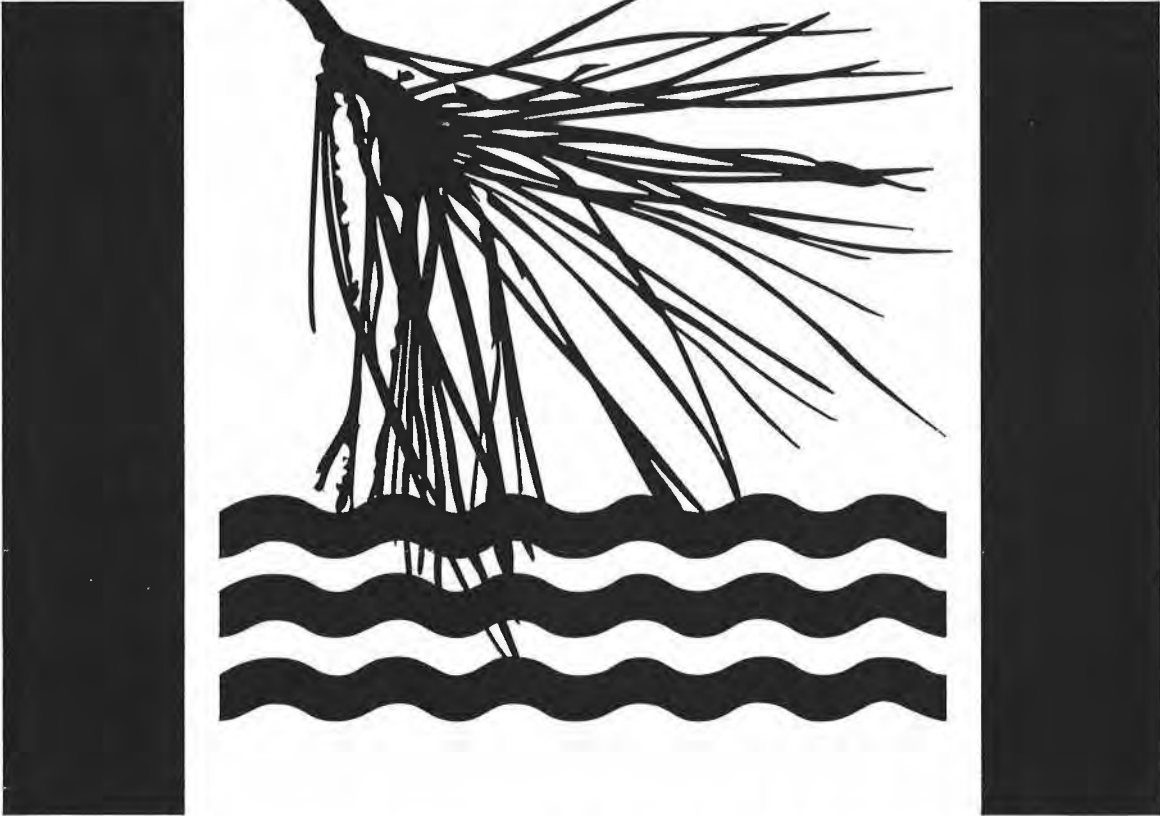
Auth. Positions	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Positions:							
Full Time	4.00	4.00	6.00	6.00	6.00	4.00	4.00
Part Time	3.38	3.38	1.23	1.23	1.23	1.23	1.23
<b>Total</b>	<b>7.38</b>	<b>7.38</b>	<b>7.23</b>	<b>7.23</b>	<b>7.23</b>	<b>5.23</b>	<b>5.23</b>

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

**VEHICLE MAINTENANCE FUND SUMMARY**

	Actual 2018/2019	Actual 2019/2020	Budgeted 2020/2021	Projected 2020/2021	Budgeted 2021/2022	Proposed 2022/2023	Proposed 2023/2024
Beginning Balance	2,782,637	3,132,368	3,426,981	3,426,981	3,218,161	2,918,161	2,618,161
Total Revenues	1,892,068	1,905,195	1,707,250	1,769,382	1,649,680	1,655,770	1,713,550
Total Expenditures	1,542,338	1,610,582	2,007,250	1,978,201	1,949,680	1,955,770	2,013,550
Ending Balance	\$3,132,368	\$3,426,981	\$3,126,981	\$3,218,161	\$2,918,161	\$2,618,161	\$2,318,161
Current Year Cash Added (Used)	\$349,731	\$294,613	(\$300,000)	(\$208,819)	(\$300,000)	(\$300,000)	(\$300,000)

C · E · D · A · R



F · A · L · L · S

*Tova*

### Long-Term Debt

The Debt Service Fund is a legally required fund. The fund administers the payments for all of the City's general obligation debt, including payments on Tax Increment Financing bonds. Revenue bonds are administered in the enterprise fund that is securing the debt. Currently the Sewer fund and the Storm Water fund are the enterprise funds with debt outstanding.

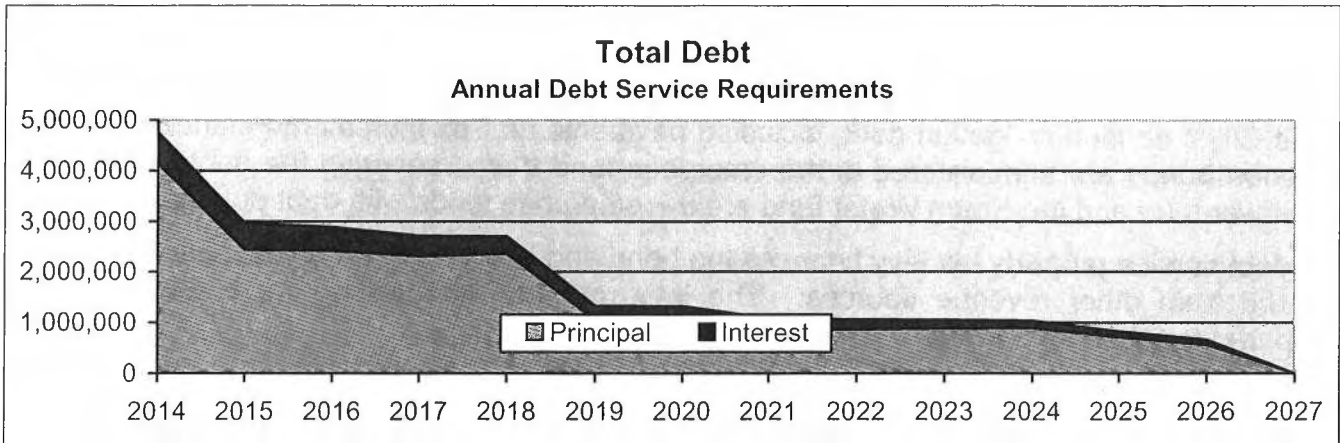
The debt service property tax levy finances the bond and interest payments that are not being secured from other revenue sources. The levy rate for debt service for FY22 is \$0.30 compared to \$0.32 for FY21.

The total debt service requirements for debt currently held by the city are as follows:

Year Ending	Tax Increment Financing Bonds	General Obligation Notes/Bonds	Total Interest	Total
2022	--	1,745,000	385,600	2,130,600
2023	--	1,795,000	334,200	2,129,200
2024	--	1,860,000	280,900	2,140,900
2025	--	1,915,000	225,250	2,140,250
2026	--	1,975,000	167,600	2,142,600
2027	--	1,735,000	114,600	1,849,600
2028	--	1,775,000	65,800	1,840,800
2029	--	390,000	15,900	405,900
2030	--	405,000	8,100	413,100
	<u>\$ 0</u>	<u>\$ 13,595,000</u>	<u>\$ 1,597,950</u>	<u>\$ 15,192,950</u>

Table does not include the debt service to finance the sewer & water treatment facility upgrades through the State Revolving Fund and internal financing. The table also does not include the debt service on bonds expected to be sold in calendar year 2022.



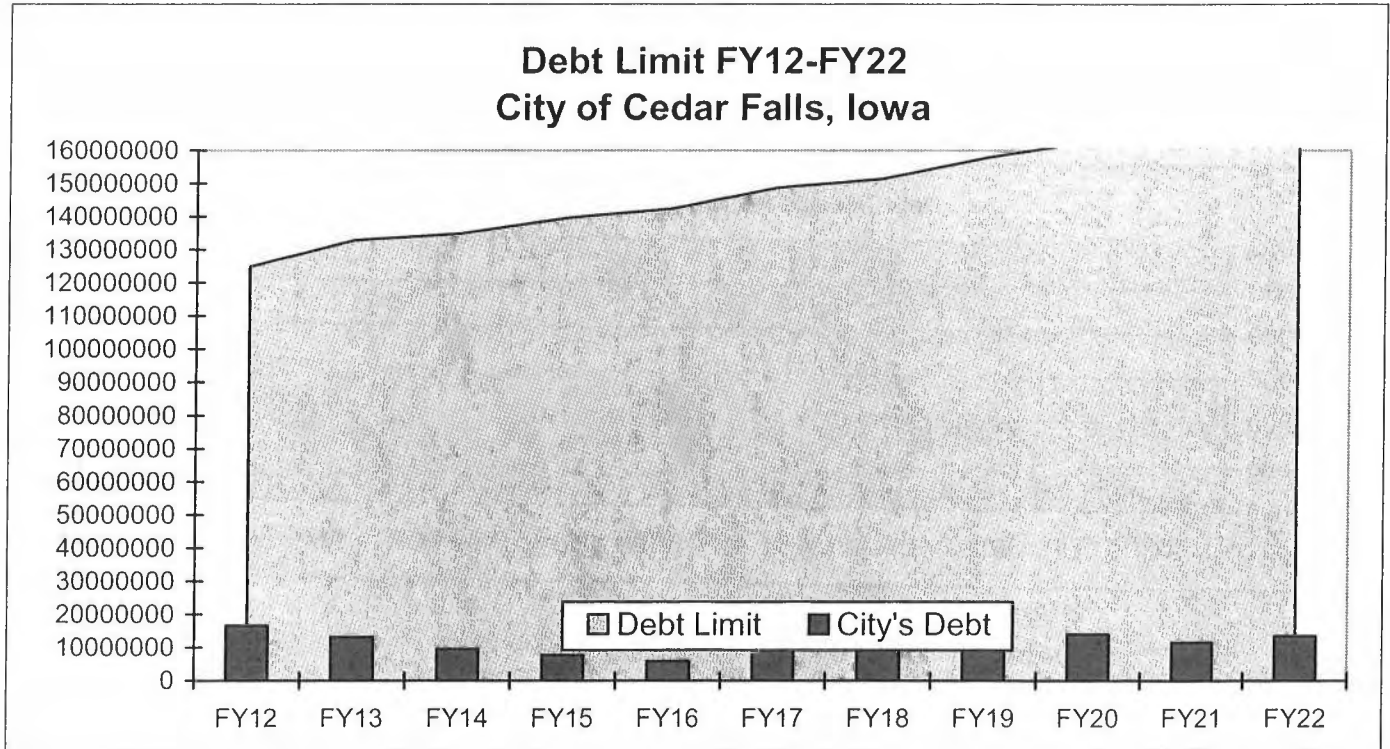


The City of Cedar Falls was upgraded to a Aaa rating from Moody's Investor Services in June 2020 for all general obligation issuances. This was a major achievement by the City. The upgrade was a result of strong financial management evidenced by a long history of strong cash reserves and liquidity, modest debt burden, and low fixed costs.

In 2020, the City issued \$3,430,000 in General Obligation Capital Loan Notes. The proceeds were for various capital projects, including Olive Street Box Culvert, Union Road Trail, Cedar Heights Drive Reconstruction, Greenhill Road & S. Main Intersection, and a new fire truck.

**Impact on Property Taxes**

During calendar year 2022, the City may sell approximately \$3,618,000 in General Obligation Bonds. These proceeds will be used for various citywide projects, including Northern Cedar Falls Storm Sewer Extension, Cedar Heights Drive Reconstruction, Riverbank improvements, and South Main Intersection improvements.



Year	Debt Limit	City's Debt
FY12	125,016,901	16,660,000
FY13	132,967,751	13,205,000
FY14	134,876,517	9,640,000
FY15	139,586,122	7,770,000
FY16	142,421,126	5,920,000
FY17	149,224,259	13,270,000
FY18	151,911,983	9,740,000
FY19	158,343,489	14,085,000
FY20	163,006,221	14,085,000
FY21	170,636,243	11,670,000
FY22	174,307,414	13,595,000 *

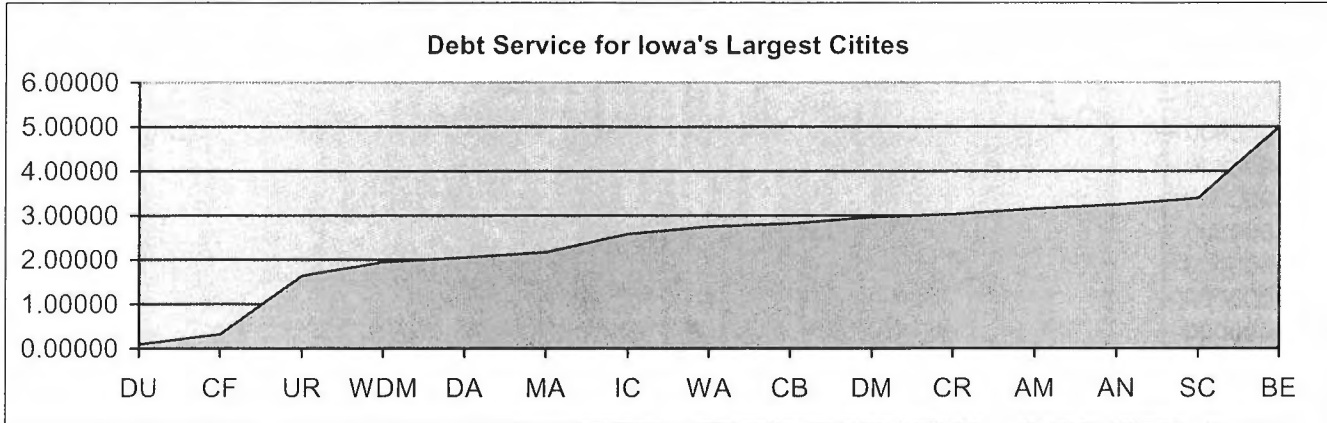
\* estimate

### Debt Service Levy

The City of Cedar Falls' debt levy is very low compared to similar sized cities in Iowa. This is caused by two reasons:

1. The City of Cedar Falls tries to maintain its outstanding debt relatively stable by only issuing replacement debt.
2. The City currently pays some of its debt service out of the \$8.10 levy, while maximizing the trust and agency levy.

By maintaining the debt service rate at low levels, taxpayers avoid fluctuations year to year from debt service. The City utilizes its Capital Improvements Program to project how projects will affect the debt service levy over the next 3-5 years.



City	FY21 Debt Service	2010 Population
Dubuque	0.09269	57,637
<b>Cedar Falls</b>	<b>0.31523</b>	<b>39,260</b>
Urbandale	1.64000	39,463
W. Des Moines	1.95000	56,609
Davenport	2.04999	99,685
Marion	2.16343	34,768
Iowa City	2.57846	67,862
Waterloo	2.75591	68,406
Council Bluffs	2.82000	62,230
Des Moines	2.96537	203,433
Cedar Rapids	3.03225	126,326
Ames	3.15027	58,965
Ankeny	3.25000	45,582
Sioux City	3.39473	82,684
Bettendorf	5.00000	33,217
Average:	2.14772	

Cedar Falls' debt service levy is approximately \$1.83 below the average of the State's fifteen largest cities.

**Debt Limitation**

The debt limit for Iowa cities is 5% of the actual value of taxable property within the City. Debt subject to the debt limit includes general obligation debt, bond anticipation notes, and revenue bonds issued pursuant to Iowa Code Chapter 403 (tax increment). Revenue and special assessment bonds, except for bonds issued pursuant to Iowa Code Chapter 403, are not subject to the City’s debt limit. The City’s debt limit for the fiscal year 2022 is based upon actual property valuation at January 1, 2020.

The Constitution of the State of Iowa, Article XI, Section 3, provides as follows:

*“Indebtedness of political or municipal corporations. No county, or other political or municipal corporation shall be allowed to become indebted in any manner, or for any purpose, to an amount, in the aggregate, exceeding five per centum on the value of taxable property within such county or corporation to be ascertained by the last State or County tax lists, previous to the incurring of such indebtedness.”*

The outstanding obligation debt of the City does not exceed its legal debt margin computed as follows:

Estimated actual valuation of taxable property within the City - Jan 1, 2020	\$ 3,486,148,270
Debt limit - 5% of total actual valuation	\$ 174,307,414
Debt applicable to debt limit:	
General Obligation Bonds/Notes	13,595,000
General Obligation Bonds/Notes - CFU Communication Bonds	0
Legal Debt Margin	<u>\$ 160,712,414</u>
Total net debt applicable to the limit as a percentage of debt limit	7.80%

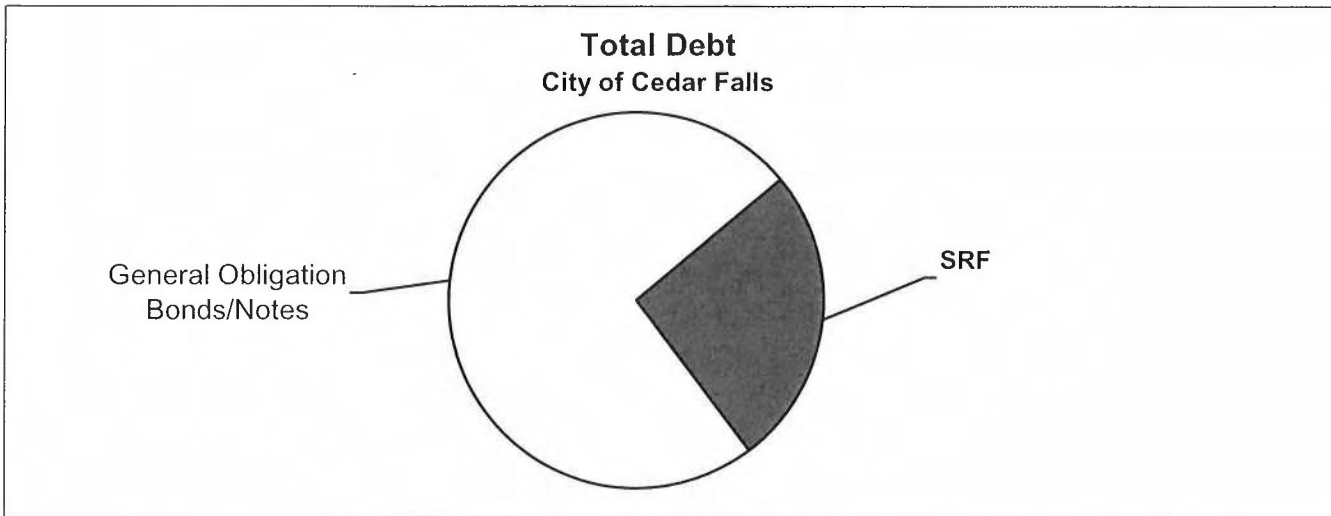
**Debt History  
Legal Debt Margin**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Debt Limit	\$ 149,224,259	\$ 151,911,983	\$ 158,343,489	\$ 163,006,221	\$ 170,636,243
Total net debt applicable to limit	<u>13,270,000</u>	<u>9,740,000</u>	<u>14,085,000</u>	<u>14,085,000</u>	<u>11,670,000</u>
Legal debt margin	<u>\$ 135,954,259</u>	<u>\$ 142,171,983</u>	<u>\$ 144,258,489</u>	<u>\$ 148,921,221</u>	<u>\$ 158,966,243</u>
Total net debt applicable to the limit as a percentage of Debt Limit	8.89%	6.41%	8.90%	8.64%	6.84%



**Principal Annual Maturities  
As of January 1, 2022**

Year	SRF Revenue	General Obligation Notes/Bonds
2022	328,000	1,745,000
2023	339,000	1,795,000
2024	350,000	1,860,000
2025	361,000	1,915,000
2026	373,000	1,975,000
2027-2033	2,969,000	4,305,000
<b>Total</b>	<b>4,720,000</b>	<b>13,595,000</b>



**Annual Service Requirements**

The annual debt service requirements to service the outstanding indebtedness of the City's are as follows:

Year	Sewer Bonds	General Obligation Notes/Bonds
2022	481,400	2,130,600
2023	481,740	2,129,200
2024	481,723	2,140,900
2025	481,348	2,140,250
2026	481,615	2,142,600
2027-2033	3,367,256	4,509,400
<b>Total</b>	<b>5,775,082</b>	<b>15,192,950</b>

**City of Cedar Falls  
Outstanding Bond Report  
As of January 1, 2022**

<b>Bonded Debt Description</b>	<b>Maturity Date</b>	<b>General Obligation Bonds/Notes</b>	<b>Utility Bonds</b>	<b>Revenue Bonds</b>
Capital Loan Notes	06/01/30	3,300,000		
Capital Loan Notes	06/01/26	1,400,000		
Capital Loan Notes - Sewer	06/01/28	4,405,000		
2012 Sewer Internal Financing*	06/01/35	9,820,000		
General Obligation Bonds	06/01/28	2,165,000		
GO Bonds - Sewer	06/01/28	1,630,000		
GO Bonds - Stormwater	06/01/28	695,000		
SRF	06/01/33			4,720,000
<b>Total</b>		<b>\$23,415,000</b>	<b>\$0</b>	<b>\$4,720,000</b>

\*This represents the amounts the health trust fund and capital project fund have loaned to the sewer fund.

City of Cedar Falls

**Debt Service for FY22**

<b>Bonds Due 06/30/22</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2020 Capital Loan Notes	335,000	66,000	401,000
Sewer SRF Loan	328,000	153,400	481,400
2016 GO Bonds	270,000	28,000	298,000
2018 GO Bonds	265,000	98,100	363,100
2018 Sewer Bonds	200,000	73,900	273,900
2018 Stormwater Bonds	85,000	31,500	116,500
2016 Sewer Bonds	590,000	88,100	678,100
	<b>\$ 2,073,000</b>	<b>\$ 539,000</b>	<b>\$ 2,612,000</b>

If bonds are sold after the FY22 budget certification date, debt service in FY22 on those bonds are budgeted out of the general fund for FY22.

## FINANCIAL POLICIES FOR THE CAPITAL IMPROVEMENTS PROGRAM

### CAPITAL EXPENDITURES

#### 1. DEFINITION:

- A. Capital Improvements - Capital items of a relatively permanent nature, such as buildings, and other attachments or improvements to land which are intended to remain so attached such as storm drains, sewers and streets.

Capital improvements have four characteristics:

- (1) They are permanent in nature.
- (2) They are relatively expensive.
- (3) They usually don't recur annually.
- (4) They result in fixed assets.

- B. Capital Expenditures - Those expenditures for public improvements and their preliminary studies and the acquisitions of property or equipment for new public improvements. Capital expenditures are expenditures for capital improvements and shall be financed under the provisions of this fiscal policy and planned in terms of the five-year Capital Improvements Program. Excluded from capital expenditures are operating expenditures; those annual expenditures which are necessary to the maintenance of the city, the rendering of services, and providing for normal operation.

#### 2. PROJECT ANALYSIS:

Capital improvement projects for the five-year period shall be analyzed for the following:

- A. Compatibility with the Comprehensive Plan.
- B. Revenue Source - A clear distinction shall be made between tax-supported and self-supported bonds (G.O. versus revenue bonds). All projects supported by revenue bonds must demonstrate ability to develop sufficient incomes to repay their costs and costs associated with financing. In addition, proposed revenue sources shall be analyzed in terms of whether the revenue can be used for the proposed project and the probability that the revenue will be available.
- C. Compatibility with the City Council's goals.

#### 3. MAXIMUM LIMITATIONS ON GENERAL OBLIGATION BONDS:

The following two maximum limitations shall apply to general obligation bonds:

- A. Debt Limit:

Debt incurred as a general obligation of the City of Cedar Falls shall not exceed constitutional or statutory limits: presently 5% of the market value of the taxable



property within the corporate limits as established by the County Assessor. (State law requirements.)

**B. Borrowing Reserve:**

A minimum of 25% borrowing reserve, or debt margin, shall be maintained to meet emergencies, and if so used, the bond shall be retired as soon as reasonably possible in accordance with the provisions of this fiscal policy.

**4. CEILING ON DEBT SERVICE:**

- A. Debt service charges payable from the general tax levy shall not exceed 25% of that levy in any one fiscal year.
- B. Maintain debt service payments to no more than \$3.00 per \$1,000 of assessed valuation unless the rollback shift increases the rate.

**5. FINANCING:**

As a general rule, financing of capital improvements shall meet the following guidelines:

- A. General property tax and operating revenues, to the extent available, shall be used for capital project financing.
- B. When general property tax and operating revenues are not available under the maximum tax rates permitted by law or deemed advisable by the Council, financing of capital projects and replacements may be accomplished by the use of bonds.
- C. Every effort shall be made to seek out state or federal grants or assistance to offset a portion of the cost of capital projects.
- D. Maintenance of level of tax rates devoted to debt service.
- E. Maintenance of minimum operating reserves.
- F. Maintenance of a balance between debt service and current operating expenditures.
- G. Reduction in use of debt capacity following Interstate Substitution project construction.
- H. Maximizing intergovernmental grants-in-aid to offset local costs without incurring undue ongoing operating cost impacts.
- I. Issue new G.O. bonds at no more than replacement debt levels.
- J. Minimize property tax impacts on properties by limiting and balancing debt repayment schedules.
- K. Calculate financial impacts utilizing conservative growth assumptions.

## PROPERTY TAX AND DEBT LIMIT EFFECTS

The City Council and the Planning & Zoning Commission were presented a 5-year Capital Improvement Schedule (CIP) in December. Three of the larger projects on the schedule that are funded with GO funding are the Cedar Heights Drive Reconstruction, Main Street Reconstruction and Greenhill Road/South Main Street intersection. The GO funding for these projects are estimated at \$4.2 million. The Greenhill Road intersection project is scheduled for FY21-FY23, the Main Street project is scheduled for FY22-FY26, and the Cedar Heights project is scheduled for FY21-23. Historically, the City issues general obligation on a biennial basis. The City does coordinate with Cedar Falls Utilities, who then issues debt on the off year. Therefore, any General Obligation (GO) bond revenue source prior to 2021 has already been sold and those projects are funded. Any GO revenue source of 2021 or after, the bonds have not been sold yet. Therefore, the funding for these projects is only preliminary at this stage.

In addition to General Obligation (GO) funding, the City also looks at revenue bond sales (SRB) or the State Revolving Fund to fund projects in the sewer fund. These financing sources do not count against the City's debt limit, however, do have to meet certain coverage and reserve requirements as it relates to getting a bond rating from Moody's or a revolving loan from the state. This is critical in determining how much the City can sell for these projects. To obtain the reserve and coverage requirements, the City implemented sewer rate increases of 5% per year for 3 years.

Unfortunately, the sewer fund already funded \$17 million in upgrades to the treatment facility and there are major sewer projects on the horizon. These projects include \$81.5 million for Nutrient Removal Upgrade and \$15.5 million for Plant Digester Rehabilitation. At this time, the City is unsure what the EPA requirements will be and how much all the upgrades will cost. However, when analyzing the sewer rates, the City did keep in mind that additional major projects may be coming down the road in the short term and may need to look at additional sewer rate increases.

As mentioned above, there are over 40 funding sources on the CIP schedule. These may include refuse funds, local option sales tax, federal/state grant revenues, road use taxes, storm water funds, TIF funding, and private funding sources. These sources are also balanced to ensure that revenue projections for these funds are consistent with the anticipated expenditures and if needed have enough cash reserves if projects will need to be cash flowed.

The CIP is an essential first step in the overall budget process and cash management program. It allows the City Council to prioritize the projects that maintain the critical functions of the City, including wastewater treatment, street maintenance, and flood protection.

12/16/20

**FY21-26 CIP  
Revenue Change Projections**

			Projected Revenue Change	
Fiscal Year	Committed Debt Service	Payment Include FY21- 26 CIP	Amount	Percent
21	853,222	853,222	(133,388)	-0.62%
22	1,062,100	1,062,100	297,060	1.32%
23	1,061,750	1,423,297	361,197	1.58%
24	1,065,450	1,470,008	46,711	0.20%
25	1,063,100	1,861,257	391,249	1.69%
26	1,064,800	1,911,580	50,323	0.21%
27	773,700	1,782,996	(128,584)	-0.54%

1. Proposed issuance of \$3,618,000 in FY22, \$3,840,000 in FY24 and \$1,432,000 in FY26.

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

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

12/16/20

**FY21-26 CIP  
Revenue Change Projections**

<b>Fiscal Year</b>	<b>Percent Change</b>	<b>Change in City Tax Rate</b>	<b>Projected City Tax Rate (Per \$1,000)</b>	<b>City Taxes Paid on a \$100,000 Home</b>
21	-0.62%	-0.0682	\$11.43	\$629.50
22	1.32%	0.1508	\$11.58	\$637.81
23	1.58%	0.1834	\$11.76	\$647.91
24	0.20%	0.0237	\$11.79	\$649.21
25	1.69%	0.1987	\$11.99	\$660.15
26	0.21%	0.0256	\$12.01	\$661.56
27	-0.54%	-0.0653	\$11.95	\$657.97

1. The percentage change is based on the previous year's total property tax askings. There is no taxable growth factored in.
2. The cumulative effect of the revenue changes needed to finance the FY21-26 CIP is a 3.12% percent increase or \$137.61 more in property taxes paid on an existing \$100,000 home from FY21-FY26.



**FY21 - 26 CIP  
Debt Limit Projections - All G.O. Debt  
(Assumes \$0 in Taxable Value Growth)**

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit	Projected Debt Limit	Percent of Projected Debt Limit
21	15,100,000	-	15,100,000	8.86%	163,389,318	9.24%
22	13,595,000	3,618,000	17,213,000	10.10%	163,389,318	10.53%
23	11,850,000	3,364,993	15,214,993	8.92%	163,389,318	9.31%
24	10,055,000	6,901,385	16,956,385	9.95%	163,389,318	10.38%
25	8,195,000	6,310,269	14,505,269	8.51%	163,389,318	8.88%
26	6,280,000	7,085,047	13,365,047	7.84%	163,389,318	8.18%
27	4,305,000	6,288,302	10,593,302	6.21%	163,389,318	6.48%

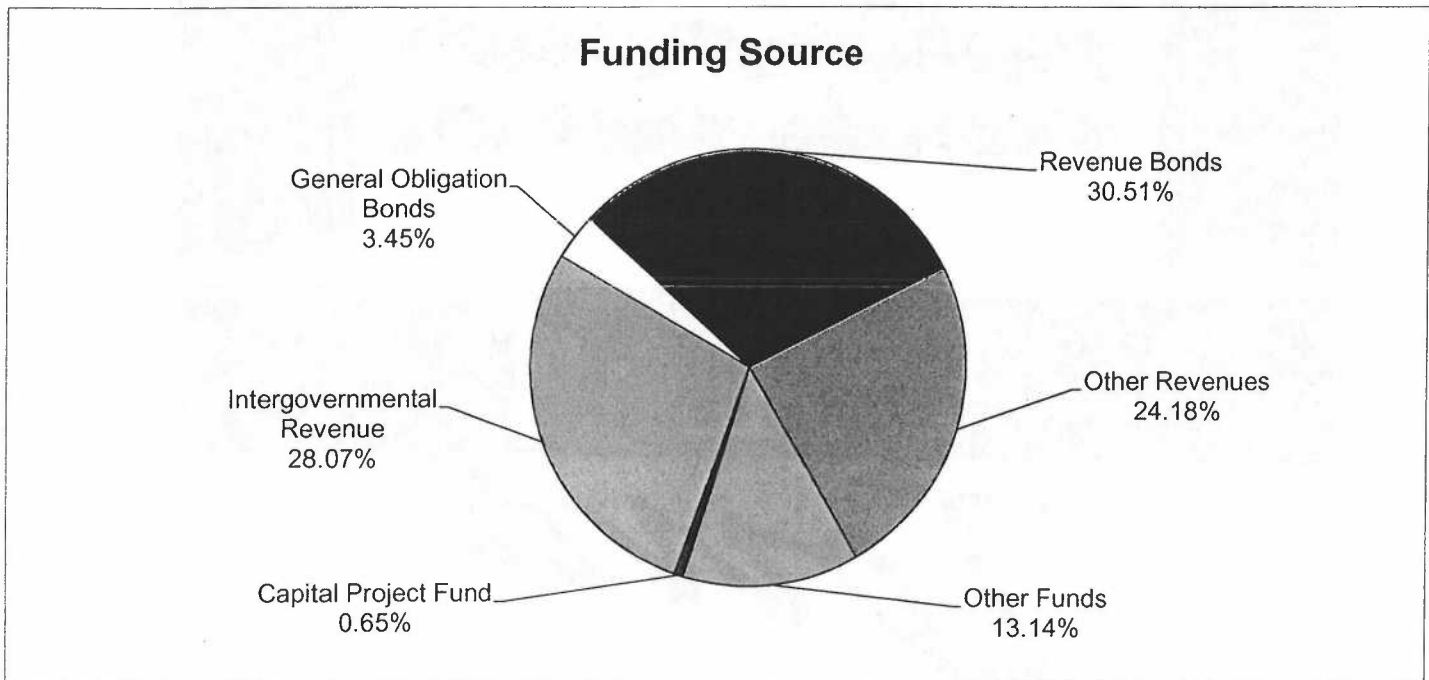
**FY21 - 26 CIP  
Debt Limit Projections  
All G.O. Debt Less Direct Revenue Supported Debt**

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit	Projected Debt Limit	Percent of Projected Debt Limit
21	7,515,000	-	7,515,000	4.41%	163,389,318	4.60%
22	6,865,000	3,618,000	10,483,000	6.15%	163,389,318	6.42%
23	5,995,000	3,364,993	9,359,993	5.49%	163,389,318	5.73%
24	5,100,000	6,901,385	12,001,385	7.04%	163,389,318	7.35%
25	4,175,000	6,310,269	10,485,269	6.15%	163,389,318	6.42%
26	3,225,000	7,085,047	10,310,047	6.05%	163,389,318	6.31%
27	2,245,000	6,288,302	8,533,302	5.01%	163,389,318	5.22%

**FY21 - FY26 CAPITAL IMPROVEMENTS PROGRAM SUMMARY  
CITY OF CEDAR FALLS**

EXPENDITURES	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Finance & Business Operations	\$2,467,825	\$10,679,075	\$9,633,075	\$5,614,575	\$3,744,125	\$11,334,125	\$43,472,800
Community Development	2,886,370	5,152,910	5,439,710	1,677,510	18,015,500	3,155,500	\$36,327,500
Public Works	27,178,408	32,004,105	22,649,000	12,867,000	21,791,500	130,821,000	\$247,311,013
Public Safety Services	59,750	80,750	261,750	380,000	62,000	62,000	\$906,250
<b>TOTAL</b>	<b>\$32,592,353</b>	<b>\$47,916,840</b>	<b>\$37,983,535</b>	<b>\$20,539,085</b>	<b>\$43,613,125</b>	<b>\$145,372,625</b>	<b>\$328,017,563</b>

FUNDING SOURCES	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Other Funds	\$5,999,252	\$8,397,983	\$10,228,275	\$5,756,075	\$9,000,075	\$3,710,125	\$43,091,785
Capital Project Fund	1,030,000	677,000	70,000	70,000	154,000	140,000	\$2,141,000
Intergovernmental Revenue	11,523,250	17,609,015	10,917,760	6,852,010	8,389,000	36,773,000	\$92,064,035
General Obligation Bonds	2,441,000	2,133,000	2,410,000	1,320,000	1,681,250	1,326,000	\$11,311,250
Revenue Bonds	1,055,000	2,030,000	0	0	9,680,000	87,320,000	\$100,085,000
Other Revenues	10,543,851	17,069,842	14,357,500	6,541,000	14,708,800	16,103,500	\$79,324,493
<b>TOTAL</b>	<b>\$32,592,353</b>	<b>\$47,916,840</b>	<b>\$37,983,535</b>	<b>\$20,539,085</b>	<b>\$43,613,125</b>	<b>\$145,372,625</b>	<b>\$328,017,563</b>







**FY21 - FY26 CAPITAL IMPROVEMENTS PROGRAM  
CITY OF CEDAR FALLS, IOWA**

Item 35.

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

21-Dec-2020  
4-Jan-2021  
22,217

New FY21

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY21		FY22		FY23		FY24		FY25		FY26		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
1	Gibson Property Development - Phase I	ADM/ED					TIF-STH	1,075,000	TIF-STH	1,425,000	TIF-STH	315,000			TIF-STH	2,815,000	2,815,000
2	Gibson Property Development - Phase II	ADM/ED										600,000	TIF-STH	715,000	TIF-STH	1,315,000	1,315,000
3	Gibson Property Development - Phase III-V	ADM/ED											TIF-STH	6,310,000	TIF-STH	6,310,000	6,310,000
4	Industrial Park Expansion (Phase I)	ADM/ED			TIF-UN	6,000,000								TIF-UN	6,000,000	6,000,000	
5	Industrial Park Land Acquisition	ADM/ED			TIF-UN	1,500,000			TIF-UN	1,500,000			TIF-UN	1,500,000	TIF-UN	4,500,000	4,500,000
6	Northern Industrial Park: Insurance and Maintenance	ADM/ED	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	30,000	TIF-UN	180,000	180,000
7	River Place Development Project	ADM/ED	TIF-DT	700,000	TIF-DT	1,000,000	TIF-DT	1,000,000	TIF-DT	1,000,000	TIF-DT	1,250,000	TIF-DT	1,250,000	TIF-DT	6,200,000	11,800,000
						PRIV	5,600,000							PRIV	5,600,000		
8	Bond Fees	FBO/ADM			GO 2022	50,000			GO 2024	50,000			GO 2026	50,000	GO	150,000	150,000
9	Capitalized Interest	FBO/ADM			GO 2022	150,000			GO 2024	150,000			GO 2026	150,000	GO	450,000	450,000
10	Vehicle Replacement Program	FBO/ADM	SCF	292,000	SCF	410,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	1,702,000	5,526,000
			SRF	60,000	SRF		SRF	35,000	SRF	35,000	SRF	35,000	SRF	35,000	SRF	200,000	
					DPR	30,000								DPR	30,000		
			REF	265,000	REF	200,000	REF	200,000	REF	200,000	REF	200,000	REF	200,000	REF	1,265,000	
			VRF	340,000	VRF	449,000	VRF	340,000	VRF	400,000	VRF	400,000	VRF	400,000	VRF	2,329,000	
11	Cable TV Equipment Upgrades	FBO/CTV	CTF	105,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	605,000	605,000
12	Video Server	FBO/CTV			CTF	55,000								CTF	55,000	55,000	
13	Video Switcher/Replay replacement	FBO/CTV			CTF	130,000								CTF	130,000	130,000	
14	Business Continuity	FBO/IS	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	7,000	DPR	42,000	42,000
15	Camera's - Installation, Maintenance & Replacements	FBO/IS	GO 2022	20,000	GO 2022	70,000	GO 2024	70,000	GO 2024	70,000	GO 2026	95,000	GO 2026	95,000	GO	420,000	420,000
16	CIP/Capital Asset Software	FBO/IS	DPR	65,000										DPR	65,000	65,000	
17	City Mobile App	FBO/IS	DPR	1,950	DPR	1,950	DPR	1,950	DPR	1,950				DPR	7,800	7,800	
18	Community Center Audio/Visual Upgrade	FBO/IS	DPR	20,000										DPR	20,000	20,000	
19	Computer Equipment & Software	FBO/IS	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	420,000	420,000
20	Document Imaging	FBO/IS	DPR	35,000	DPR	6,000	DPR	20,000	DPR	6,000	DPR	20,000			DPR	87,000	87,000
21	Door Lock System	FBO/IS									CP	84,000		CP	84,000	100,000	
											DPR	16,000		DPR	16,000		
22	Financial System	FBO/IS			DPR	200,000	DPR	20,000	DPR	20,000	DPR	20,000	DPR	20,000	DPR	280,000	280,000
23	GIS	FBO/IS	DPR	20,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	20,000	DPR	100,000	100,000
24	LAMA Replacement	FBO/IS					DPR	225,000	DPR	25,000	DPR	25,000	DPR	25,000	DPR	300,000	300,000
25	Mid-Range Operating System Upgrade	FBO/IS	DPR	7,500					DPR	7,500				DPR	15,000	15,000	
26	Mobile Data Computer Replacement - Police	FBO/IS	DPR	20,000	DPR	30,000	DPR	20,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	115,000	115,000
27	New Application Tracking System	FBO/IS	DPR	11,375	DPR	7,125	DPR	7,125	DPR	7,125	DPR	7,125	DPR	7,125	DPR	47,000	47,000
28	Penetration Security Testing Services	FBO/IS			DPR	20,000			DPR	20,000				DPR	60,000	60,000	
29	Network Upgrades	FBO/IS	DPR	90,000	DPR	70,000	DPR	80,000	DPR	10,000	DPR	90,000	DPR	65,000	DPR	405,000	405,000
30	Work Order Management Software	FBO/IS			DPR	25,000	DPR	25,000						DPR	50,000	50,000	
31	Parking Lot: College Hill Parking Restoration	FBO/PARKING	TIF-CH	220,000										TIF-CH	220,000	220,000	
32	Parking Lot: Downtown Lot Improvements	FBO/PARKING					TIF-DT	300,000						TIF-DT	300,000	300,000	
33	Parking Lot: Downtown Parking Ramp Feasibility Study	FBO/PARKING					TIF-DT	100,000						TIF-DT	100,000	100,000	
34	Parking Lot: Gateway Park Parking Lot & Lighting	FBO/PARKING							GO 2024	200,000				GO	200,000	200,000	
35	Parking Lot: Place to Play Parking Addition	FBO/PARKING	SCF	20,000										SCF	20,000	20,000	
36	Parking Equipment for State Street Parking Center	FBO/PARKING					TIF-DT	14,000						TIF-DT	14,000	42,000	
							CMS	14,000						CMS	14,000		
							PMF	14,000						PMF	14,000		



**FY21 - FY26 CAPITAL IMPROVEMENTS PROGRAM  
CITY OF CEDAR FALLS, IOWA**

Item 35.

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21-Dec-2020  
4-Jan-2021  
22,217

New FY21

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY21		FY22		FY23		FY24		FY25		FY26		SUBTOTAL		TOTAL FUNDING AMOUNT	
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING			
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT		
37	Parking Equipment/Technology Replacement	FBO/PARKING									PMF	100,000			PMF	100,000	100,000	
38	Pavement Markings - College Hill	FBO/PARKING	TIF-CH	2,500	TIF-CH	2,500									TIF-CH	5,000	10,000	
			PMF	2,500	PMF	2,500										PMF	5,000	
39	Signage Improvements - College Hill	FBO/PARKING	TIF-CH	5,000											TIF-CH	5,000	15,000	
			PMF	10,000												PMF	10,000	
40	Wayfinding Signage Improvements	FBO/PARKING	TIF-DT	16,000	TIF-DT	16,000									TIF-DT	32,000	96,000	
			CMS	16,000	CMS	16,000										CMS	32,000	
			PMF	16,000	PMF	16,000										PMF	32,000	
41	Access to Transportation	CD/CDBG		CDBG	30,000			CDBG	22,420					CDBG	52,420	52,420		
42	Affirmatively Furthering Fair Housing Plan	CD/CDBG				CDBG	20,000							CDBG	20,000	20,000		
43	Consolidated Plan	CD/CDBG						CDBG	27,500					CDBG	27,500	27,500		
44	Neighborhood Accessibility	CD/CDBG	CDBG	70,000	CDBG	166,000			CDBG	26,590				CDBG	262,590	262,590		
45	Neighborhood Infrastructure	CD/CDBG	CDBG	57,650	CDBG	51,000	CDBG	54,010						CDBG	162,660	162,660		
46	Owner Occupied Rehabilitation	CD/CDBG	CDBG	11,000	CDBG	11,000	CDBG	67,000	CDBG	67,000					CDBG	156,000	516,000	
			HOME	90,000	HOME	90,000	HOME	90,000	HOME	90,000					HOME	360,000		
47	Recreational Amenities	CD/CDBG	CDBG		CDBG	57,510								CDBG	57,510	57,510		
48	Renter Occupied Rehabilitation	CD/CDBG	CDBG	134,820				CDBG	33,500	CDBG	33,500			CDBG	201,820	201,820		
49	City Hall Repurpose & Remodel	CD/INSPECT	GFS	92,400	GFS	2,072,400	GFS	2,335,200						GFS	4,500,000	4,500,000		
50	Code Enforcement, Property Clean-up, Condemnation	CD/INSPECT			CDBG	5,000			CDBG	5,000			CDBG	5,000	CDBG	15,000	285,000	
			CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	270,000		
51	Hearst Center Expansion	CD/INSPECT									PRIV	2,370,000			PRIV	2,370,000	5,000,000	
													GO 2026	700,000	GO	700,000		
													CF	650,000	CF	650,000		
													F/S	350,000	F/S	350,000		
													CIF	180,000	CIF	180,000		
													BHCG	750,000	BHCG	750,000		
52	Land Acquisition - School Administration Land	CD/INSPECT							ER	700,000				ER	700,000	1,210,000		
									GFS	300,000	GFS	210,000		GFS	510,000			
53	Phased Repair to Pheasant Ridge Pro Shop	CD/INSPECT		GIF	60,000			GIF	40,000			GIF	8,000	GIF	108,000	108,000		
54	Bike Network on-street Signage	CD/PLAN	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	30,000	30,000	
55	Bus Shelters & Related Amenities	CD/PLAN	MET	15,000				MET	15,000			MET	15,000	MET	45,000	45,000		
56	Cedar River Safety and Recreational River Improvements Phase I	CD/PLAN						ER	1,000,000					ER	1,000,000	4,100,000		
							PRIV	250,000	PRIV	250,000				PRIV	500,000			
							BHCG	1,500,000						BHCG	1,500,000			
							TRC	200,000						TRC	200,000			
									GO 2022	500,000				GO	500,000			
57	Comprehensive Plan & Zoning Code Updates	CD/PLAN	GR	155,000	GR	100,000	GR	150,000	GR	150,000	GR	150,000	GR	150,000	GR	855,000	950,000	
			TIF-DT	25,000										TIF-DT	25,000			
			TIF-CH	20,000	TIF-CH	25,000								TIF-CH	45,000			
58	Conversion of rental homes back to owner-occupied	CD/PLAN	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	100,000		GR	500,000	500,000		
59	Prairie Parkway Landscaping/Beautification	CD/PLAN	TIF-PP	160,000	TIF-PP	160,000								TIF-PP	320,000	360,000		
															PRIV	40,000		



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22,217

New FY21

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY21		FY22		FY23		FY24		FY25		FY26		SUBTOTAL		TOTAL FUNDING AMOUNT	
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING			
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT		
60	Property/Flood Buyouts	CD/PLAN	F/S	1,380,000										F/S	1,380,000		1,710,000	
			CP	130,000	CP	130,000							CP	70,000	CP	330,000		
61	Resilience Plan Implementation	CD/PLAN			GR	50,000	GR	25,000	GR	25,000	GR	25,000	GR	25,000	GR	150,000		150,000
62	Wayfinding Signage Plan	CD/PLAN	H/M-VT	25,000					H/M-VT	25,000				H/M-VT	50,000		50,000	
63	Ballfield Fencing Spot Repair	CD/REC	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	18,000		18,000
64	Dugout Covers - Birdsall Park	CD/REC											GO 2026	53,500	GO	53,500		107,000
													SBPF	53,500	SBPF	53,500		
65	Facility Improvements - Rec Center	CD/REC							RCCIP	10,000					RCCIP	10,000		10,000
66	New HS Pool	CD/REC									RCCIP	1,000,000			RCCIP	1,000,000		15,000,000
											SCHOOLS	4,700,000			SCHOOLS	4,700,000		
											BHCG	900,000			BHCG	900,000		
											PRIV	4,700,000			PRIV	4,700,000		
											GO 2024	700,000			GO	700,000		
											GFS	3,000,000			GFS	3,000,000		
67	Weight Equipment	CD/REC					RCCIP	300,000							RCCIP	300,000		300,000
68	Falls - Animal Floatables Replacement	CD/REC											RCCIP	12,000	RCCIP	12,000		12,000
69	Falls - Block Work	CD/REC					RCCIP	26,000							RCCIP	26,000		26,000
70	Falls - Chair/Innertube Replacement	CD/REC											RCCIP	18,000	RCCIP	18,000		18,000
71	Falls - Chemical System Controllers	CD/REC	RCCIP	14,500											RCCIP	14,500		14,500
72	Falls - Play Equipment	CD/REC											RCCIP	30,000	RCCIP	30,000		30,000
73	Falls- Rock Structure Painting	CD/REC					RCCIP	16,000							RCCIP	16,000		16,000
74	Falls- Shelter	CD/REC											RCCIP	20,000	RCCIP	20,000		20,000
75	Falls- Waterslide Refinish/Repair (Project complete, funding needed)	CD/REC	RCCIP	300,000											RCCIP	300,000		300,000
76	Replace seating in Mae Latta Hall	CD/CULT			CIF	7,000									CIF	7,000		7,000
77	Usage/Need/Space Study	CD/CULT			ACB	10,000									ACB	10,000		15,000
							FRIEND	5,000							FRIEND	5,000		
78	Entrance Signage Replacement & Upgrade	CD/V&T									TIF-UN	3,750	TIF-UN	42,500	TIF-UN	46,250		92,500
											GO 2026	3,750	GO 2026	42,500	GO	46,250		
79	RAGBRAI Start Up Funds	CD/V&T									TRC	5,000			TRC	5,000		5,000
80	Replace Horse & Rider Sculpture @ Visitor Center	CD/V&T									TRC	950			TRC	950		20,000
											PRIV	9,550			PRIV	9,550		
											ACB	9,500			ACB	9,500		
81	Replacement of Street Banners	CD/V&T							TRC	2,500			TRC	2,500	TRC	5,000		5,000
82	Trail Sign in George Wyth State Park	CD/V&T	TRC	8,000											TRC	8,000		8,000
83	Visitor Center Landscape area to west of patio	CD/V&T	TRC	5,000											TRC	5,000		5,000
84	Bridges/Culverts: Black Hawk Rd. Box Culvert Replacement	PW/ENG					STW	390,000							STW	390,000		430,000
						GO 2022		40,000							GO	40,000		
85	Bridges/Culverts: Hudson Road Bridge Deck Overlay	PW/ENG			SCF	60,000									SCF	60,000		660,000
							LST	600,000							LST	600,000		
86	Bridges/Culverts: Inspections/Repairs	PW/ENG	SCF	200,000	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	55,000	SCF	765,000		765,000
87	Bridges/Culverts: Olive Street Box Culvert Replacement	PW/ENG			TIF-CH	800,000	TIF-CH	800,000							TIF-CH	1,600,000		1,920,000
			GO 2020	320,000											GO	320,000		
88	Bridges/Culverts: Ridgeway Avenue Bridge Replacement	PW/ENG					TIF-STH	65,000	TIF-STH	120,000					TIF-STH	185,000		665,000
									F/S	480,000					F/S	480,000		



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#	PROJECT OR PROGRAM	DEPT/ DIV.	FY21		FY22		FY23		FY24		FY25		FY26		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
89	Bridges/Culverts: Tremont Street Bridge Replacement	PW/ENG							STW	65,000	GO 2026	7,500			GO	7,500	497,500
											STW	310,000			STW	375,000	
											SCF	115,000			SCF	115,000	
90	Industrial & City Development: Infrastructure Oversizing	PW/ENG	GO 2020	50,000	GO 2022	50,000	GO 2022	50,000	GO 2024	50,000	GO 2024	50,000	GO 2026	50,000	GO	300,000	660,000
			STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	180,000	
			SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	
91	Sanitary Sewer: Northern Industrial Park Realignment	PW/ENG	TIF-UN	550,000											TIF-UN	550,000	550,000
92	Sanitary Sewer: W. 27th Street Sanitary Sewer Extension	PW/ENG	SRB-2018	265,000	SRB-2018	165,000									SRB	430,000	430,000
93	Sidewalks/Trails: Assessment Program	PW/ENG	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	600,000	600,000
94	Sidewalks/Trails: Bluebell Road Sidewalk Infill	PW/ENG	GO 2020	10,000											GO	10,000	10,000
95	Sidewalks/Trails: Campus Street Sidewalk Infill	PW/ENG	GO 2020	54,000											GO	54,000	54,000
96	Sidewalks/Trails: Hudson Road Recreation Trail Phase IV	PW/ENG	GO 2020	57,000											GO	57,000	85,000
			PRIV	28,000											PRIV	28,000	
97	Sidewalks/Trails: Lake Street Trail	PW/ENG			GO 2022	143,000									GO	143,000	445,000
					F/S	302,000									F/S	302,000	
98	Sidewalks/Trails: Lloyd Lane Sidewalk Infill	PW/ENG							GO 2024	30,000					GO	30,000	30,000
99	Sidewalks/Trails: McClain Drive Sidewalk Infill	PW/ENG			CDBG	50,000									CDBG	50,000	50,000
100	Sidewalks/Trails: Reconstruction Program	PW/ENG	GO 2020	75,000	GO 2022	75,000	GO 2022	75,000	GO 2024	75,000	GO 2024	75,000	GO 2026	75,000	GO	450,000	450,000
101	Sidewalks/Trails: Rownd Street Sidewalk Infill	PW/ENG	GO 2020	40,000											GO	40,000	40,000
102	Sidewalks/Trails: Trail Oversizing	PW/ENG	GO 2020	20,000	GO 2022	20,000	GO 2022	20,000	GO 2024	20,000	GO 2024	20,000	GO 2026	20,000	GO	120,000	120,000
103	Sidewalks/Trails: Trail Reconstruction	PW/ENG	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	300,000	300,000
104	Sidewalks/Trails: Union Road Trail Phase II	PW/ENG	GO 2020	395,000											GO	395,000	755,000
			PRIV	60,000											PRIV	60,000	
			F/S	300,000											F/S	300,000	
105	Sidewalks/Trails: W. 20th Street Sidewalk Infill	PW/ENG	GO 2020	20,000											GO	20,000	20,000
106	Storm Water: Clay Street Park Drainage	PW/ENG	STB	60,000											STB	60,000	210,000
			F/S	150,000											F/S	150,000	
107	Storm Water: Comprehensive Watershed Assessment	PW/ENG	STW	20,000											STW	20,000	20,000
108	Storm Water: Drainage Studies	PW/ENG	STW	75,000			STW	75,000			STW	75,000			STW	225,000	225,000
109	Storm Water: Erosion Repair Project	PW/ENG			STW	25,000			STW	25,000			STW	25,000	STW	75,000	75,000
110	Storm Water: Permeable Alley Program	PW/ENG	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	510,000	1,860,000
			SCF	225,000	SCF	225,000	SCF	225,000	SCF	225,000	SCF	225,000	SCF	225,000	SCF	1,350,000	
111	Storm Water: Slope Repair	PW/ENG			STW	114,000									STW	114,000	501,000
			GO 2020	285,000	GO 2022	102,000									GO	387,000	
112	Storm Water: Northern Cedar Falls Storm Sewer Extension	PW/ENG					GO 2022	480,000							GO	480,000	480,000
113	Storm Water: University Avenue Bioretention Swales/Cells	PW/ENG	STW	45,000											STW	45,000	120,000
			F/S	75,000											F/S	75,000	
114	Streets: Annual Street Repair Program (Resurfacing & Reconstruction)	PW/ENG	LST	2,900,000	LST	2,950,000	LST	2,700,000	LST	3,300,000	LST	3,000,000	LST	2,940,000	LST	17,790,000	20,250,000
			GO 2020	60,000	GO 2022	60,000	GO 2022	60,000	GO 2024	60,000	GO 2024	60,000	GO 2026	60,000	GO	360,000	
			SRF	250,000	SRF	150,000	SRF	150,000	SRF	150,000	SRF	150,000	SRF	150,000	SRF	1,000,000	
			SCF	100,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,100,000	
115	Streets: Ashworth Dr. in Prairie Winds Subdivision	PW/ENG			SA	131,250	SA	1,050,000							SA	1,181,250	1,181,250



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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
116	Streets: Ashworth Drive to Hudson Road Extension	PW/ENG	CP	315,000	CP	460,000									CP	775,000	775,000
117	Streets: Cedar Heights Drive Reconstruction	PW/ENG	F/S	1,695,000	F/S	1,205,000	F/S	500,000							F/S	3,400,000	8,755,000
			GO 2020	735,000	GO 2022	240,000	GO 2024	250,000							GO	1,225,000	
			CFU	200,000	CFU	200,000									CFU	400,000	
			SCF	687,000	SCF	248,000									SCF	935,000	
			LST	338,000	LST	757,000	LST	1,700,000							LST	2,795,000	
118	Streets: Center Street Improvements (ER Total Funding = \$800,000)	PW/ENG			STW	320,000	STW	300,000							STW	620,000	1,420,000
			ER	20,000			ER	600,000						ER	620,000		
							PRIV	100,000						PRIV	100,000		
					CFU	80,000								CFU	80,000		
119	Streets: CFU Annual Patching Program	PW/ENG	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	1,080,000	1,080,000
120	Streets: Cyber Lane Extension	PW/ENG	TIF-STH	150,000	TIF-STH	100,000								TIF-STH	250,000	250,000	
121	Streets: Greenhill Road Intersection Improvements	PW/ENG									PRIV	125,000	PRIV	1,125,000	PRIV	1,250,000	2,500,000
													SCF	687,000	SCF	687,000	
											LST	125,000	LST	438,000	LST	563,000	
122	Streets: Greenhill Road & South Main Street Intersection	PW/ENG	GO 2020	290,000	GO 2022	298,000	GO 2022	750,000							GO	1,338,000	3,875,000
			CFU	200,000	CFU	280,000								CFU	480,000		
					LST	1,352,000	LST	705,000						LST	2,057,000		
123	Streets: Hwy 58 & Greenhill Road Intersection	PW/ENG										F/S	32,000,000	F/S	32,000,000	36,000,000	
													TIF-UN	4,000,000	TIF-UN		4,000,000
124	Streets: Hwy 58 & Viking Road Intersection Improvements	PW/ENG	TIF-UN	3,748,330										TIF-UN	3,748,330	3,748,330	
125	Streets: Main Street Reconstruction	PW/ENG			SCF	200,000	F/S	1,500,000	F/S	1,400,000					F/S	2,900,000	8,300,000
							SCF	687,000	SCF	687,000					SCF	887,000	
							LST	1,163,000	LST	150,000	LST	1,550,000			LST	2,863,000	
					GO 2024	500,000			GO 2024	500,000	GO 2024	650,000			GO	1,650,000	
126	Streets: Prairie Parkway & Viking Road Intersection Improvements	PW/ENG					LST	525,000							LST	525,000	1,460,000
							TIF-PP	67,500	TIF-PP	475,000					TIF-PP	542,500	
							SCF	142,500	SCF	250,000					SCF	392,500	
127	Streets: Ridgeway Avenue Reconstruction	PW/ENG			TIF-STH	300,000	TIF-STH	1,965,000	TIF-STH	1,265,000				TIF-STH	3,530,000	3,530,000	
128	Streets: Seal Coat Program	PW/ENG	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	600,000	600,000
129	Streets: Signalization of Hudson Road/Ridgeway Intersection	PW/ENG			TIF-STH	330,000								TIF-STH	330,000	330,000	
130	Streets: Traffic Planning	PW/ENG	SCF	100,000	SCF	50,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	450,000	450,000
131	Streets: Union Road Phase I - From 27th to University	PW/ENG									LST	2,551,000			LST	2,551,000	4,455,000
			CP	515,000										CP	515,000		
132	Streets: Viking Road Reconstruction & Sidewalk Infill	PW/ENG					SCF	15,000	SCF	687,000	SCF	687,000			SCF	1,389,000	3,765,000
			TIF-UN	340,000	TIF-UN	3,425,000								TIF-UN	3,765,000		
133	Streets: West 1st Street Reconstruction	PW/ENG	F/S	2,904,278											F/S	2,904,278	11,085,333
					GO 2022	150,000									GO	150,000	
					SRB-2018	1,565,000									SRB	1,565,000	
			CFU	829,500										CFU	829,500		
				LST	5,636,555								LST	5,636,555			



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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
134	Streets: W. 12th Street Extension	PW/ENG					SCF	60,000	SCF	340,000					SCF	400,000	960,000
									PRIV	500,000					PRIV	500,000	
									CFU	60,000					CFU	60,000	
135	Streets: W. 12th Street Reconstruction	PW/ENG	LST	300,000											LST	300,000	500,000
			SCF	200,000											SCF	200,000	
136	Streets: W. 22nd Street Reconstruction & Realignment	PW/ENG					LST	500,000							LST	500,000	600,000
					GO 2022	60,000									GO	60,000	
					TIF-CH	15,000	TIF-CH	25,000							TIF-CH	40,000	
137	Streets: W. 23rd Street Reconstruction	PW/ENG					GO 2024	50,000							GO	50,000	700,000
									LST	550,000					LST	550,000	
									UNI	100,000					UNI	100,000	
138	Streets: West 27th Street Improvements	PW/ENG	SCF	400,000	SCF	687,000									SCF	1,087,000	5,000,000
					GO 2022	100,000									GO	100,000	
							SCHOOLS	1,100,000							SCHOOLS	1,100,000	
							LST	2,713,000							LST	2,713,000	
139	Streetscape: Downtown Streetscape & Reconstruction Phase I	PW/ENG	BHCG	433,552											BHCG	433,552	1,570,000
			CMS	116,519											CMS	116,519	
			CFU	200,000											CFU	200,000	
			TIF-DT	819,929											TIF-DT	819,929	
140	Streetscape: Downtown Streetscape & Reconstruction Phase II	PW/ENG	BHCG	287,400	BHCG	287,400									BHCG	574,800	4,205,000
			CMS	30,008	CMS	30,008									CMS	60,016	
			TIF-DT	1,567,592	TIF-DT	1,952,592									TIF-DT	3,520,184	
			CFU	50,000											CFU	50,000	
141	Cemetery Columbariums	PW/CEM					GR	60,000	GR	60,000	GR	60,000			GR	180,000	180,000
142	Golf Course Maintenance	PW/GOLF			GIF	5,000	GIF	5,000	GIF	5,000	GIF	5,000	GIF	5,000	GIF	25,000	25,000
143	Pheasant Ridge Cart Path Renovations	PW/GOLF			GIF	40,000			GIF	40,000			GIF	40,000	GIF	120,000	120,000
144	Pheasant Ridge Improvements	PW/GOLF			GIF	30,000									GIF	30,000	30,000
145	Pheasant Ridge Pro Shop - Water & Sewer Service	PW/GOLF	GIF	35,000	GIF	35,000									GIF	70,000	70,000
146	Bess Streeter Park Playground Equipment Upgrade	PW/PARK			H/M-PK	50,000									H/M-PK	50,000	50,000
147	Big Woods Lake Cabin	PW/PARK					BHC	62,500							BHC	62,500	125,000
							BWMR	62,500							BWMR	62,500	
148	Emerald Ash Borer - Removal of Ash Trees	PW/PARK	GR	75,000	GR	75,000	GR	50,000							GR	200,000	200,000
149	Gold Star Family Memorial Monument	PW/PARK	H/M-PK	15,000											H/M-PK	15,000	120,000
					PRIV	65,000	PRIV	40,000							PRIV	105,000	
150	Island Park Masterplan	PW/PARK	H/M-PK	10,000											H/M-PK	10,000	35,000
			GR	12,500	GR	12,500									GR	25,000	
151	New Park Identification Signage	PW/PARK	H/M-PK	15,000	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000					H/M-PK	90,000	90,000
152	North Cedar School Playground Equipment	PW/PARK	H/M-PK	75,000											H/M-PK	75,000	150,000
			SCHOOLS	75,000											SCHOOLS	75,000	



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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
153	Park Improvements	PW/PARK			F/S	75,000			F/S	75,000					F/S	150,000	375,000
					H/M-PK	75,000			H/M-PK	75,000			H/M-PK	75,000	H/M-PK	225,000	
154	Parks and Public Lands Master Plan	PW/PARK					H/M-PK	50,000	H/M-PK	50,000					H/M-PK	100,000	100,000
155	Pedestrian Bridge Replacement	PW/PARK					GO 2024	75,000							GO	75,000	75,000
156	Place to Play Park - Future Maintenance	PW/PARK	PRIV	3,000	PRIV	3,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	30,000	30,000
157	Roundabout Landscape Improvements	PW/PARK			GO 2022	5,000	GO 2022	5,000	GO 2024	5,000	GO 2024	5,000	GO 2026	10,000	GO	30,000	30,000
158	Seal Coat/Asphalt Overlay Program: Park & Cemetery	PW/PARK	SCF	150,000	SCF	50,000	SCF	150,000	SCF	50,000	SCF	150,000	SCF	50,000	SCF	600,000	600,000
159	Shelter Construction (Seerley Park)	PW/PARK	H/M-PK	15,000											H/M-PK	15,000	15,000
160	Skate Park Relocation	PW/PARK							PRIV	300,000					PRIV	300,000	300,000
161	Street Tree Replacement	PW/PARK	H/M-PK	35,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	10,000	H/M-PK	77,000	77,000
162	Trail Maintenance	PW/PARK	H/M-TR	40,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	290,000	290,000
163	Veterans Memorial Park Signs	PW/PARK	H/M-PK	4,800	H/M-PK	800									H/M-PK	5,600	5,600
164	Landscaping Roadways/Monuments & Signage	PW/LANDSCAPE									H/M-VT	50,000			H/M-VT	50,000	50,000
165	Northern Cedar Falls Landscape Improvements	PW/LANDSCAPE	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	150,000	150,000
166	Air Rotation System - PW Fleet Maintenance	PW/BLDG	VRF	85,000											VRF	85,000	85,000
167	Building Exterior Weatherproofing - Public Buildings	PW/BLDG	GR	50,000			GR	50,000			GR	50,000			GR	150,000	150,000
168	Carpet - Library	PW/BLDG	CF	204,000											CF	204,000	304,000
			GR	100,000											GR	100,000	
169	LED Lighting Upgrade - Aquatic Center	PW/BLDG					GR	25,000							GR	25,000	25,000
170	LED Lighting Upgrade - Library	PW/BLDG							GR	65,000					GR	65,000	65,000
171	Library Atrium Window Replacement	PW/BLDG							CF	15,000					CF	15,000	25,000
									GR	10,000					GR	10,000	
172	Library Exterior Door Replacement	PW/BLDG			GR	12,000									GR	12,000	12,000
173	Rec Center Heat Pumps	PW/BLDG	RCCIP	18,000	RCCIP	19,000	RCCIP	20,000	RCCIP	21,000	RCCIP	22,000			RCCIP	100,000	100,000
174	Security System Upgrade - PW Complex	PW/BLDG	REF	16,670											REF	16,670	50,000
			VRF	16,670											VRF	16,670	
			SCF	16,660											SCF	16,660	
175	Compaction Equipment Refurbishing at Transfer Station	PW/REF			REF	275,000									REF	275,000	275,000
176	Expanded Poly Styrene (Styrofoam) Densifier	PW/REF							REF	95,000					REF	95,000	95,000
177	Refuse and Yard Waste Cart Tracking	PW/REF					REF	75,000	REF	75,000					REF	150,000	150,000
178	Security Cameras at Recycling Sites	PW/REF			REF	50,000	REF	50,000							REF	100,000	100,000
179	Expansion of Automated Vehicle Locators	PW/STR	VRF	50,000	VRF	50,000									VRF	100,000	100,000
180	Streetscape: College Hill Maintenance & Improvements	PW/STR	TIF-CH	10,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	30,000	TIF-CH	300,000	TIF-CH	5,000	TIF-CH	355,000	355,000
181	Streetscape: Downtown Maintenance & Improvements	PW/STR	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	60,000	60,000
182	Signalized Intersection Upgrade	PW/TO	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,200,000	1,200,000
183	Siren Replacement	PW/TO	GR	15,000	GR	15,000	GR	60,000	GR	15,000	GR	15,000	GR	15,000	GR	135,000	135,000
184	Bulk Fluids Room Expansion	PW/VEH MAINT							VRF	100,000					VRF	100,000	100,000
185	17th Street Lift Station Pump Repairs	PW/WTR			SRF	60,000	SRF	30,000			SRF	30,000			SRF	120,000	120,000
186	Building Maintenance	PW/WTR	SRB-2018	30,000											SRB	30,000	30,000
187	Facility Master Plan Update	PW/WTR	SRB-2018	85,000											SRB	85,000	85,000



**FY21 - FY26 CAPITAL IMPROVEMENTS PROGRAM  
CITY OF CEDAR FALLS, IOWA**

New FY21

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

21-Dec-2020  
4-Jan-2021  
22.217

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY21		FY22		FY23		FY24		FY25		FY26		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
188	First Stage Trickling Filter Arms	PW/WTR	SRB-2018	80,000											SRB	80,000	80,000
189	Hudson Road Lining	PW/WTR	SRB-2018	50,000	SRB-2018	50,000									SRB	100,000	100,000
190	Lift Station Electrical Generator	PW/WTR			SRF	60,000									SRF	60,000	60,000
191	Nutrient Removal/Facility Plan	PW/WTR									SRB-2026	9,680,000	SRB-2026	71,820,000	SRB	81,500,000	81,500,000
192	Oak Park Sewer Replacement Project	PW/WTR	SRB-2018	295,000											SRB	295,000	295,000
193	Plant Digester Rehabilitation	PW/WTR											SRB-2026	15,500,000	SRB	15,500,000	15,500,000
194	Polymer Pumps	PW/WTR					SRF	75,000							SRF	75,000	75,000
195	Sanitary Sewer Infiltration & Inflow Reduction Project	PW/WTR	SRF	25,000	SRF	25,000	SRF	25,000	SRF	20,000	SRF	20,000	SRF	20,000	SRF	135,000	135,000
196	Sanitary Sewer Spot Repairs/Emergency	PW/WTR	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	180,000
197	Sartori Trust Farm Improvements	PW/WTR	HT	20,000	HT	20,000									HT	40,000	40,000
198	Sewer Collection System Expansion Study	PW/WTR	SRB-2018	250,000	SRB-2018	250,000									SRB	500,000	500,000
199	Sipline Existing Sanitary Sewers	PW/WTR	SRF	200,000	SRF	200,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	1,400,000	1,400,000
200	UV Disinfection Bulb Replacement	PW/WTR					SRF	60,000							SRF	60,000	60,000
201	Water Line Replacement	PW/WTR							SRF	100,000					SRF	100,000	100,000
202	AED	PSS/FIRE					GR	15,000					GR	15,000	GR	30,000	30,000
203	Bunker Gear, Replacement of Pass Devices and Volunteer Equipment	PSS/FIRE	GO 2020	10,000	GO 2022	20,000	GO 2022	25,000	GO 2024	40,000	GO 2024	15,000	GO 2026	20,000	GO	130,000	130,000
204	Fire Hose	PSS/FIRE	GR	6,000			GR	6,000			GR	6,000			GR	18,000	18,000
205	SCBA Replacement	PSS/FIRE							GO 2024	70,000					GO	70,000	295,000
									FF	225,000					FF	225,000	
206	Ballistic Vests Replacements	PSS/POLICE	PF	3,375	PF	3,375	PF	4,875	PF	6,000					PF	17,625	35,250
			F/S	3,375	F/S	3,375	F/S	4,875	F/S	6,000					F/S	17,625	
207	Equipment Reserve	PSS/POLICE	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	9,000	GR	54,000	54,000
208	Forensic Cellphone & Tablet Equipment	PSS/POLICE			GR	10,000			GR	5,000					GR	15,000	15,000
209	In Car Camera	PSS/POLICE					GR	160,000							GR	160,000	160,000
210	Lab and Investigative Equipment	PSS/POLICE	GR	10,000			GR	10,000							GR	20,000	20,000
211	Radar	PSS/POLICE					GR	9,000	GR	9,000	GR	12,000			GR	30,000	30,000
212	Weapons	PSS/POLICE	GR	18,000	GR	18,000	GR	18,000	GR	10,000	GR	20,000	GR	18,000	GR	102,000	119,000
					CP	17,000									CP	17,000	
<b>FY21-26 CIP TOTAL</b>				<b>\$32,592,353</b>		<b>\$47,916,840</b>		<b>\$37,983,535</b>		<b>\$20,539,085</b>		<b>\$43,613,125</b>		<b>\$145,372,625</b>		<b>\$328,017,563</b>	<b>\$328,017,563</b>



	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL	
ACB --- Art Culture Board	0	10,000	0	0	9,500	0	19,500	--- ACB
BHC --- Black Hawk County	0	0	62,500	0	0	0	62,500	--- BHC
BHCG --- Black Hawk County Gaming Grant	720,952	1,787,400	0	0	900,000	750,000	4,158,352	--- BHCG
BWMR --- Big Woods Maintenance Revenue	0	0	62,500	0	0	0	62,500	--- BWMR
CDBG --- Community Development Block Grant	273,470	370,510	174,510	182,010	0	5,000	1,005,500	--- CDBG
CF --- Community Foundation	204,000	0	0	15,000	0	650,000	869,000	--- CF
CFU --- Cedar Falls Utility	1,659,500	740,000	180,000	240,000	180,000	180,000	3,179,500	--- CFU
CIF --- Cultural Improvement Fund	0	7,000	0	0	0	180,000	187,000	--- CIF
CMS --- Community Main Street	162,527	46,008	14,000	0	0	0	222,535	--- CMS
CP --- Capital Projects	1,030,000	677,000	70,000	70,000	154,000	140,000	2,141,000	--- CP
CTF --- Cable Television Fund	105,000	285,000	100,000	100,000	100,000	100,000	790,000	--- CTF
DPR --- Data Processing Receipts	347,825	482,075	491,075	204,575	285,125	249,125	2,059,800	--- DPR
ER --- Emergency Reserve	20,000	0	1,600,000	700,000	0	0	2,320,000	--- ER
FF --- Assist to FF Grant	0	0	0	225,000	0	0	225,000	--- FF
FRIEND --- Friends of the Public Library & Hearst	0	0	5,000	0	0	0	5,000	--- FRIEND
F/S --- Federal or State Funding	6,507,653	1,585,375	2,404,875	1,961,000	0	32,350,000	44,808,903	--- F/S
GFS --- General Fund Savings	92,400	2,072,400	2,335,200	300,000	3,210,000	0	8,010,000	--- GFS
GIF --- Golf Improvement Fund	35,000	170,000	5,000	85,000	5,000	53,000	353,000	--- GIF
GO 2020 --- General Obligation Bond	2,421,000	0	0	0	0	0	2,421,000	--- GO 2020
GO 2022 --- General Obligation Bond	20,000	1,633,000	1,965,000	0	0	0	3,618,000	--- GO 2022
GO 2024 --- General Obligation Bond	0	500,000	445,000	1,320,000	1,575,000	0	3,840,000	--- GO 2024
GO 2026 --- General Obligation Bond	0	0	0	0	106,250	1,326,000	1,432,250	--- GO 2026
GR --- General Revenue	550,500	401,500	747,000	458,000	447,000	232,000	2,836,000	--- GR
H/M-PK --- Hotel/Motel Tax Receipts-Parks	169,800	158,800	83,000	158,000	8,000	85,000	662,600	--- H/M-PK
H/M-TR --- Hotel/Motel Tax Receipts-Trails	90,000	100,000	100,000	100,000	100,000	100,000	590,000	--- H/M-TR
H/M-VT --- Hotel/Motel Tax Receipts-Visitor & Tourism	30,000	5,000	5,000	30,000	55,000	5,000	130,000	--- H/M-VT
HOME --- HOME Investment Partnerships Program	90,000	90,000	90,000	90,000	0	0	360,000	--- HOME
HT --- Health Trust	20,000	20,000	0	0	0	0	40,000	--- HT
LST --- Local Sales Tax (LST)	3,638,000	13,508,555	7,993,000	4,100,000	7,326,000	3,478,000	40,043,555	--- LST
MET --- MET Transit	15,000	0	15,000	0	15,000	0	45,000	--- MET
PF --- Police Forfeiture	3,375	3,375	4,875	6,000	0	0	17,625	--- PF
PMF --- Parking Meter Fund	28,500	18,500	14,000	0	100,000	0	161,000	--- PMF
PRIV --- Private Contribution	131,000	318,000	5,996,000	806,000	7,210,550	1,131,000	15,592,550	--- PRIV
RCCIP --- Recreation Center Capital	332,500	19,000	362,000	31,000	1,082,000	20,000	1,846,500	--- RCCIP
REF --- Refuse Fund	281,670	525,000	325,000	370,000	200,000	200,000	1,901,670	--- REF
SA --- Special Assessment	100,000	231,250	1,150,000	100,000	100,000	100,000	1,781,250	--- SA
SBPF --- Softball Player Fund	3,000	3,000	3,000	3,000	3,000	56,500	71,500	--- SBPF
SCF --- Street Construction Fund	2,590,660	2,527,500	2,312,000	2,082,000	2,102,000	1,742,000	13,356,160	--- SCF
SCHOOLS --- School	75,000	0	1,100,000	0	4,700,000	0	5,875,000	--- SCHOOLS
SRB-2018 --- Sewer Revenue Bond - 2018	1,055,000	2,030,000	0	0	0	0	3,085,000	--- SRB-2018
SRB-2026 --- Sewer Revenue Bond - 2026	0	0	0	0	9,680,000	87,320,000	97,000,000	--- SRB-2026
SRF --- Sanitary Sewer Rental Fund	595,000	555,000	685,000	615,000	545,000	515,000	3,510,000	--- SRF
STW --- Storm Water Fund	255,000	574,000	880,000	205,000	500,000	140,000	2,554,000	--- STW
STB --- Storm Water Bonds	60,000	0	0	0	0	0	60,000	--- STB
TIF-CH --- Tax Increment Financing - College Hill	257,500	847,500	830,000	30,000	300,000	5,000	2,270,000	--- TIF-CH
TIF-DT --- Tax Increment Financing - Downtown	3,138,521	2,978,592	1,424,000	1,010,000	1,260,000	1,260,000	11,071,113	--- TIF-DT
TIF-UN --- Tax Increment Financing - Unified Industrial Park	4,668,330	10,980,000	30,000	1,530,000	33,750	5,572,500	22,814,580	--- TIF-UN
TIF-PP --- Tax Increment Financing - Pinnacle Prairie	160,000	227,500	475,000	0	0	0	862,500	--- TIF-PP
TIF-STH --- Tax Increment Financing - South Cedar Falls	150,000	730,000	3,105,000	2,810,000	915,000	7,025,000	14,735,000	--- TIF-STH
TRC --- Tourism Cash Reserves	13,000	200,000	0	2,500	5,950	2,500	223,950	--- TRC
UNI --- University of Northern Iowa	0	0	0	100,000	0	0	100,000	--- UNI
VRF --- Vehicle Rental Fees	491,670	499,000	340,000	500,000	400,000	400,000	2,630,670	--- VRF
<b>TOTALS:</b>	<b>\$32,592,353</b>	<b>\$47,916,840</b>	<b>\$37,983,535</b>	<b>\$20,539,085</b>	<b>\$43,613,125</b>	<b>\$145,372,625</b>	<b>\$328,017,563</b>	<b>TOTAL</b>
GO-2020 Amounts	2,421,000	0	0	0	0	0	2,421,000	GO-2020 Bond
GO-2022 Amounts	20,000	1,633,000	1,965,000	0	0	0	3,618,000	GO-2022 Bond
GO-2024 Amounts	0	500,000	445,000	1,320,000	1,575,000	0	3,840,000	GO-2024 Bond
GO-2026 Amounts	0	0	0	0	106,250	1,326,000	1,432,250	GO-2026 Bond
SRB-6	1,055,000	2,030,000	0	0	0	0	3,085,000	SRB-2018
SRB-7	0	0	0	0	9,680,000	87,320,000	97,000,000	SRB-2026
Capital Projects:	1,030,000	677,000	70,000	70,000	154,000	140,000	2,141,000	Capital Projects
Bonds/CapProj:	\$4,526,000	\$4,840,000	\$2,480,000	\$1,390,000	\$11,515,250	\$88,786,000	\$113,537,250	Bond/Capital Projects Total



**FY21 - FY26 CAPITAL IMPROVEMENTS PROGRAM SUMMARY  
CITY OF CEDAR FALLS  
LIST OF UNMET NEEDS**

#	PROJECT	DEPT/ DIV	REQUESTED AMOUNT
A	Industrial Park Expansion (Future Phases)	ADM/ED	7,000,000
B	Parking Lot: City Hall	FBO/PARKING	70,000
C	Recreation Center Expansion & Land Acquisition	CD/INSPECT	6,000,000
D	Cedar River Safety & Recreational Improvements - Phase II	CD/PLAN	15,000,000
E	Center Street Trail - Paved Shoulder	CD/PLAN	473,000
F	Birdsall Fencing	CD/REC	200,000
G	Rec Camera's	CD/REC	52,000
H	Falls-Splash Pad Installation	CD/REC	225,000
I	Hearst Center - Replace tile flooring on lower level	CD/CULT	10,170
J	Hearst Center - Lower Restrooms Refurbish	CD/CULT	35,000
K	Hearst Center - Upper Restrooms Refurbish	CD/CULT	35,000
L	Visitor Center - Entrance Sign	CD/V&T	10,000
M	Bridges/Culverts: Bridge Handrail - Center St. & N. Main	PW/ENG	433,000
N	Bridges/Culverts: W. 12th Street Culvert (Near Union Road)	PW/ENG	275,000
O	Industrial & City Development: Capital Way Street Extension	PW/ENG	95,500
P	Industrial & City Development: Venture Way Street Extension	PW/ENG	67,500
Q	Industrial & City Development: Waterway Avenue Extension	PW/ENG	255,000
R	Sanitary Sewer: Main Street to James Drive Extension	PW/ENG	340,000
S	Sanitary Sewer: SW Branch of Dry Run Creek Extension	PW/ENG	3,000,000
T	Sidewalks/Trails: Cedar Heights Drive Shoulder Improvements	PW/ENG	325,000
U	Sidewalks/Trails: Center Street (Lone Tree - Dunkerton)	PW/ENG	262,500
V	Sidewalks/Trails: Danish Drive Infill	PW/ENG	8,000
W	Sidewalks/Trails: Devlin Circle Sidewalk Infill	PW/ENG	10,000
X	Sidewalks/Trails: E. Viking Road Trail Infill	PW/ENG	480,000
Y	Sidewalks/Trails: Hudson Road Trail - Prairie Lakes	PW/ENG	560,000
Z	Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus	PW/ENG	1,000,000
AA	Sidewalks/Trails: Magnolia Drive Sidewalk Infill	PW/ENG	26,000
BB	Sidewalks/Trails: State Street Infill	PW/ENG	6,000
CC	Sidewalks/Trails: Valley High Drive Sidewalk Infill	PW/ENG	15,000
DD	Sidewalks/Trails: Veralta Infill	PW/ENG	45,000
EE	Sidewalks/Trails: W. 8th Street Sidewalk Infill	PW/ENG	60,000
FF	Sidewalks/Trails: W. 12th Street Sidewalk Infill	PW/ENG	25,000
GG	Storm Water: Terrace Drive Storm Sewer Extension	PW/ENG	200,000
HH	Streets: Ashworth Drive Extension West of Arbors Drive	PW/ENG	275,000
II	Streets: Barnett Drive Extension	PW/ENG	2,050,000

JJ	<b>Streets: Greenhill Road &amp; Coneflower Intersection Widening</b>	PW/ENG	930,000
KK	<b>Streets: Greenhill Road Corridor Lighting</b>	PW/ENG	198,000
LL	<b>Streets: Greenhill Road/University Avenue Landscaping</b>	PW/ENG	176,000
MM	<b>Streets: Union Road Phase II - From 27th to 12th St.</b>	PW/ENG	2,715,000
NN	<b>Dog Park - Northern Cedar Falls</b>	PW/PARK	65,000
OO	<b>Island Park Improvements</b>	PW/PARK	1,380,000
PP	<b>Parkland Purchase</b>	PW/PARK	500,000
QQ	<b>Greenhill Road Drainage Improvements</b>	PW/STR	287,000
RR	<b>Detention Basin Floor Repair</b>	PW/WTR	30,000
SS	<b>Park Drive Second Forcemain</b>	PW/WTR	1,500,000
TT	<b>Ulrich Park Lift Station</b>	PW/WTR	2,000,000
UU	<b>Hazardous Materials Upgrade</b>	PSS/FIRE	10,000
VV	<b>Replacement of Thermal Imaging Units</b>	PSS/FIRE	20,000
WW	<b>Technical Rescue Equipment &amp; SCBA</b>	PSS/FIRE	35,000
	<b>TOTAL</b>		<b>\$ 48,769,670</b>

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## CIP PROJECT DESCRIPTIONS

1. **Gibson Property Development – Phase I:** Preparing a master development plan for the entire property, with platting of the property into lots, utility design and installation, and roadway design.
2. **Gibson Property Development – Phase II:** Utility design and installation and roadway design and installation.
3. **Gibson Property Development – Phase III-V:** Includes utility design and installation and roadway design and installation.
4. **Industrial Park Expansion (Phase I):** 200 Acres of ground to continue the expansion of the West Viking Road Industrial Park. The project would plan for the design and construction of infrastructure to prepare this area for industrial development.
5. **Industrial Park Land Acquisition:** Future possible land acquisitions to promote economic development and insure adequate available sites.
6. **Northern Industrial Park: Insurance and Maintenance:** Annual liability insurance on the City owned rail spur to comply with CN Railroad requirements. The annual expense is eligible to be reimbursed through the Unified TIF District.
7. **River Place Development Project:** River Place Properties completed construction of a residential building, a MU2 building, and the Hampton Inn Hotel. The final phase of the development is the River Place Plaza, which will begin construction in 2020 and be completed by 2021. An additional phase will include the construction of a parking structure with retail space.
8. **Bond Fees:** Bond fees pay for the financial and legal costs of the sale of general obligation bonds.
9. **Capitalized Interest:** Capitalized interest pays for the interest costs incurred between the time of the bond sale and the first property tax levy.
10. **Vehicle Replacement Program:** These are projected capital costs for equipment replacement paid from the Vehicle Replacement Fund through the annual amortization of vehicles owned by each fund or division. Also included are large equipment purchases for the street, sewer, and refuse funds, which are paid for from these user fees accordingly.
11. **Cable TV Equipment Upgrades:** General Yearly Equipment Upgrades
12. **Video Server:** FY22 4K Video Server

13. **Video Switcher/Replay replacement:** Replacing the video switchers and replay system.
14. **Business Continuity:** This project provides hardware and software, outside of City Hall, for continued telephone and email communications during a failure of City Hall systems. Ongoing software costs.
15. **Camera's:** Camera installation, maintenance and replacements.
16. **CIP/Capital Asset Software:** Replace current capital asset system and/or purchase a new program that would allow for more efficient development of the annual CIP.
17. **City of Cedar Falls Mobile App:** Design and initial install of Mobile App as well as ongoing annual costs.
18. **Community Center Audio/Visual Upgrades:** The community center has held many public meetings in the past few years and with the need to record and/or televise these meetings an improved audio visual system is needed to support this.
19. **Computer Equipment and Software:** Software and equipment costs for city-wide computer systems.
20. **Document Imaging:** We continue to expand the document imaging capability in City departments, replacing equipment as necessary.
21. **Door Lock System:** The door lock system at the Public Safety Building is a newer system and required an upgrade for the main server. With the City Hall remodel we will have to upgrade the card readers to the newer technology as well. Upgrading the entire system will maintain consistency and use new technology.
22. **Financial System:** New Financial System in FY22.
23. **Geographic Information System (GIS):** Software and equipment to support a centralized spatial database & applications to support Citywide business processes.
24. **LAMA Replacement:** Replacement for our Land Management, Code Enforcement, Licensing and Permitting software.
25. **Mid-Range Operating System Upgrade:** This project provides ongoing upgrades to the iSeries. Memory and storage upgrades are required every 5 years with full system replacement every 10 years.



26. **Mobile Data Computer – Police:** This will be the fifth installation/replacement of mobile computers in patrol vehicles. Replacement is done by individual vehicles as equipment fails followed by bulk purchase to maintain model and connectivity compatibility between vehicles.
27. **New Application Tracking System:** Allows applicants to download resumes and applications via software.
28. **Penetration Security Testing Services:** An authorized simulated attack on a computer system, performed to evaluate the security of the system. The test is performed to identify both weaknesses, including the potential for unauthorized parties to gain access to the system’s features and data.
29. **Network Upgrades:** Software and equipment costs supporting the Wide Area Network. Replaced equipment relocated to Disaster Recovery.
30. **Work Order Management Software:** Work order management software that can integrate with existing and future systems is vital for tracking employee time, materials as well as providing tools for follow-up tasks.
31. **Parking Lot: College Hill Parking Restoration:** This project includes milling and overlay of two large public parking lots located in the College Hill district. Any required curb repair will also be performed.
32. **Parking Lot: Downtown Lot Improvements:** This project will improve municipal parking lots in Downtown. During the parking study, lot improvements were identified as being needed.
33. **Parking Lot: Downtown Parking Ramp Feasibility Study:** This project starts by conducting a feasibility study to identify options and costs of parking ramps.
34. **Parking Lot: Gateway Park Parking Lot & Lighting:** This project involves the reconstruction of the parking lot at Gateway Park, including lighting.
35. **Parking Lot: Place to Play Parking Addition:** This project will add a small parking lot behind the Place to Play playground to help prevent some traffic congestion along the adjoining streets.
36. **Parking Equipment for State Street Parking Center:** The City is working with a developer on a proposal for an amendment to private development agreement and lease agreement to construct the State Street Parking Center. If approved, the developer will fund construction of the project and lease the parking facility to the City.

37. **Parking: Parking Equipment/Technology Replacement:** We anticipate replacing the parking equipment and incorporating new technology.
38. **Parking: Pavement markings – College Hill:** Driveway edges in the college hill area will be identified to improve parking conditions, beginning with Merner Avenue.
39. **Parking Lot: Signage Improvements – College Hill:** Replacement of college hill parking lot signage, with the goal of improving visibility of parking lots within the district. Seven signs and poles are anticipated, throughout 4 public parking lots in the college hill district.
40. **Parking Lot: Wayfinding Signage Improvements:** This project will replace and add to downtown wayfinding signage, with the goal of improving directions to parking lots and their visibility within the district.
41. **CDBG: Access to Transportation:** The recently adopted 5-Year Consolidated Plan identifies the potential to create a program providing funding for transportation to income-eligible households, or areas, that are dependent upon these services in order to maintain employment.
42. **CDBG: Affirmatively Furthering Fair Housing (AFFH) Plan:** Any Community Development Block Grant (CDBG) Consolidated Action Plan developed after federal fiscal year 2020 is now required to include a plan to further fair housing.
43. **CDBG: Consolidated Plan:** The Community Development Block Grant program requires a 5-year Consolidated Action Plan. Our current plan covers federal years 2019-2023 (City fiscal years 2020-2024).
44. **CDBG: Neighborhood Accessibility:** The recently adopted 5-Year Consolidated plan identifies a goal to support neighborhood accessibility improvements that may include sidewalks, steps, curb cuts, and trails in low and moderate income areas.
45. **CDBG: Neighborhood Infrastructure:** The recently adopted 5-Year Consolidated Plan identifies a goal to support neighborhood infrastructure improvements that may include sanitary line improvements, streets, drainage, parking or other projects in low and moderate income areas.
46. **CDBG: Owner Occupied Rehabilitation:** The City of Cedar Falls will continue to preserve the owner-occupied, single-family housing stock of its neighborhoods by making funds available for housing rehabilitation.
47. **CDBG: Recreational Amenities:** The recently adopted 5-Year Consolidated Plan identifies a goal to provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees and active living for low and moderate income areas of the community.

48. **CDBG: Renter Occupied Rehabilitation:** The recently adopted 5-Year Consolidated Plan identifies a goal to create a new program to preserve renter-occupied housing stock by developing a grant program toward the cost of rehabilitation, repair, accessibility to eligible low-and-moderate income households.
49. **City Hall Repurpose & Remodel:** A contract for design services was approved. Design will be completed in FY20 and if scope of work and design are approved, construction will begin in FY21.
50. **Code Enforcement, Property Clean-up Condemnation:** The City of Cedar Falls has the authority to condemn any building or structure that may be deemed dangerous and unsafe for human habitation. This project provides for the on-going funding of property demolitions, debris removal and property clean up as part of the code enforcement program in the City.
51. **Hearst Center Expansion:** The expansion will allow for large audiences for fund raising events, exhibition space and classroom and meeting space. It will also provide for a larger community rental area, increase exhibition space on the upper level & classroom and meeting space on the lower level.
52. **Land Acquisition – School Administration Land:** In preparation for consolidation of school operations, when the new high school opens, City acquisition of the Administration offices and parking lot is proposed.
53. **Phased Repair to Pheasant Ridge Pro Shop:** The building has had minimal work since the addition and remodel was completed in 1998. The City proposes a phased approach to repair and upgrade the building.
54. **Bike Network On-street Signage:** This project will fund signage and paint for the bicycle network. Funds to improve bicycle facilities during road improvement projects and for annual maintenance, repainting bike lanes and sharrows.
55. **Bus Shelters & Related Amenities:** This project would include the installation of bus shelters and related amenities including but not limited to sidewalk connections, benches, and crosswalks along selected MET Transit routes.
56. **Cedar River Safety and Recreational River Improvements Phase I:** The project will study and construct the recreational improvements along the river bank and in the river from the Main St. bridge to the downstream side of the W. 1<sup>st</sup> Street bridge.
57. **Comprehensive Plan and Zoning Code Update:** A Comprehensive Plan was adopted in May 2012. Changes to the zoning code are necessary to implement this plan. This project will result in adoption of more detailed area plans, starting with Downtown and College Hill.

58. **Conversion of rental homes back to owner-occupied:** This pilot incentive program is intended to be one tool to restore a better balance of owner-occupied homes within neighborhoods with an over-concentration of short term rental properties.
59. **Prairie Parkway Landscaping/Beautification:** This project would include aesthetic and landscaping improvements, to include trees along Prairie Parkway and roundabout landscaping in conjunction with the developer at Prairie Pkwy/Prairie View Rd. and the Brandilynn roundabout.
60. **Property/Flood Buyouts:** The City of Cedar Falls will continue the voluntary flood buyout program in selected neighborhoods of both commercial and residential properties.
61. **Resilience Plan Implementation:** The City has engaged with the public to create a Resilience Plan. The goal of the plan is to identify short-term and long-term actions the community can implement to help prepare infrastructure, the economy, the natural environment, civic services and the general public for potential disruption due to events such as flooding, economic disturbance or public health crisis.
62. **Wayfinding Signage Plan:** Install a series of wayfinding signage throughout the community in order to promote and direct travelers to the City's historical, cultural and commercial areas.
63. **Ballfield Fencing Spot Repair:** Fencing at various ballfields within the Cedar Falls Park system need repaired from normal wear of regular use and age.
64. **Dugout Covers – Birdsall Park:** The six dugout covers at Birdsall Park will need replaced. Current structure was a prototype that has proven to need frequent repair. Upgraded cantilever structure is promised to be more resilient and provide simple set up and tear down resulting in longer fabric life.
65. **Facility Improvements – Rec Center:** Replacing antiquated Volleyball net systems, which a currently original to the facility. This will make the facility more attractive to use for programming and community user groups.
66. **New High School Pool:** The City will be asked by the school system to contribute a third of the construction cost to build a new pool attached to the new High School currently being planned.
67. **Weight Equipment:** New Weight Equipment to replace machines bought in December of 2005. This will reduce repair cost, should increase membership/income as updated or new machines foster an increased enthusiasm.



68. **Falls – Animal Floatables Replacement:** Purchase new floating animals/objects to be anchored to the pool bottom for kids to play on like they have since the facility opened.
69. **Falls – Block Work:** Clean & seal block work at the Falls Aquatic Center to freshen up look and preserve/lengthen life of block work.
70. **Falls – Chair/Inntertube Replacement:** Purchase lounge chairs & inner tubes replacing those that wear out annually.
71. **Falls – Chemical System Controllers:** Purchase and install 3 new chemical controllers, one for each of the 3 pools, at the Falls Aquatic Center to replace the ones purchased in 2006 when the facility was built.
72. **Falls – Play Equipment:** Install a piece of play equipment to the south of the zero depth pool for age 9 and under to use. Parents could stay in one place and watch the pool and the play equipment. A safety surface would need to be installed under the structure.
73. **Falls – Rock Structure Painting:** To repair and paint the fake rock structures by the diving/drop slide area and around the lazy river.
74. **Falls – Shelters:** Install one shelter at the Falls Aquatic Center that can be rented during open hours for parties and events.
75. **Falls – Waterslide Refinish/Repair:** To have a slide restoration company come in to inspect, refinish and repair as necessary the three waterslides at the Falls Aquatic Center.
76. **Hearst Center Replace seating in Mae Latta Hall:** Replacement seating for Mae Latta Hall. Current seating is 30+ years old and legs of current seating are peeling paint, upholstery is stained. Funding request is to furnish 90 new chairs that are lighter weight for moving/stacking and easier to clean.
77. **Hearst Center Usage/Need Space Study:** Recently, the strategic plan for the Hearst Center was updated. The goals of the plan are to identify ways that the mission of the Hearst can meet the current and future cultural needs of the community. This information will be used to investigate possible modifications to the Hearst Center facility.
78. **Entrance Signage Replacement & Upgrade:** The City has been integrating beautification and placemaking with recent roadway and industrial park expansion. The City is also nearing installation of community wayfinding signage. It is time to integrate these into our entrance signage and make upgrades to improve our welcome to visitors and community pride.

79. **RAGBRAI Start Up Funds:** This is revenue generated from the 2015 event. It is held in the reserve account for the use as start-up funds when the event returns to Cedar Falls.
80. **Replacement of Horse & Rider Sculpture at Visitor Center:** A donation in memory of Howard Lund, a former volunteer, was received in 2016 for improvements to the Visitor Center. The gift is being held in the reserve account and will be used to help replace the Horse & Rider sculpture when the piece reaches the end of its life.
81. **Replacement of Street Banners:** We set aside \$1,000 each year to replace street banners as they become worn. We currently have \$7,030 in reserve for this purpose.
82. **Trail Sign in George Wyth State Park Honoring Gary Kelley and Paco Rosic:** Gary Kelly and Paco Rosic created artwork for the cover of the 2012 and 2013 visitor guides. We committed to use use profits for artwork on the trails. Our intention is to construct and install a Prairie Pathways kiosk sign marking and interpreting the northernmost point of the American Discovery Trail in George Wyth State Park with these funds.
83. **Visitor Center Landscape area to west of patio:** This area has become unsightly and overgrown with prairie. The appearance of the building would be improved by cleaning this area up while discouraging foot traffic since there is a large dropoff.
84. **Bridges/Culverts – Black Hawk Rd Box Culvert Replacement:** Remove and replace the existing steel I-beam bridge with a box culvert.
85. **Bridges/Culverts – Hudson Road Bridge Deck Overlay:** This project involves the removal and replacement of the bridge deck of the Hudson Road bridge south of University Avenue.
86. **Bridges/Culverts – Inspections/Repairs:** Alternating year inspection program of the 63 bridges in the City of Cedar Falls required by the State of Iowa and financed through Road Use Taxes. There will be no effect on the General Fund Operating Budget.
87. **Bridges/Culverts – Olive Street Box Culvert Replacement:** Olive Street Box Culvert Replacement Project will remove and replace the existing 2 span slab bridge with a twin 10x8 box culvert. The current bridge is in poor condition with advanced deterioration.
88. **Bridges/Culverts – Ridgeway Avenue Bridge Replacement:** Ridgeway Avenue Bridge project will remove and replace the existing bridge with a new bridge.

89. **Bridges/Culverts – Tremont Street Bridge Replacement:** This project will replace the existing bridge with a twin 10x8 box culvert. The current bridge is in poor condition with advanced deterioration. Design for this project will occur in-house.
90. **Industrial and City Development: Infrastructure Oversizing:** This project would provide funding when there's a project where the City must participate in oversizing sanitary sewer, storm sewer, or the street.
91. **Sanitary Sewer – Northern Industrial Park Realignment:** This project will realign the current sanitary network within the Northern Industrial Park to allow for future developers to combine lots without building over a life sanitary line.
92. **Sanitary Sewer – W. 27<sup>th</sup> Street Sanitary Sewer Extension:** This project would extend a new sanitary line up to W. 27<sup>th</sup> Street, allowing for both the new high school and future developments to access the City's sanitary sewer network.
93. **Sidewalks/Trails – Assessment Program:** This is a multi-year program which addresses non-ADA compliant private sidewalks.
94. **Sidewalks/Trails – Bluebell Road Sidewalk Infill:** This project will form the connection of the trail from the existing stub to Coneflower Parkway.
95. **Sidewalks/Trails – Campus Street Sidewalk Infill:** This project will construct sidewalk along the eastern side of Campus Street from W 20<sup>th</sup> Street south approximately 140 feet and from W. 22<sup>nd</sup> Street north approximately 380 feet. Sidewalk will connect Sunnyside Addition to the University of Northern Iowa Campus.
96. **Sidewalks/Trails – Hudson Road Recreation Trail Phase IV:** This project will install a new recreation trail along the west side of Hudson Road from W. 12<sup>th</sup> Street to W. 8<sup>th</sup> Street. This will connect the existing trail on W. 12<sup>th</sup> Street to the sidewalk on W. 8<sup>th</sup> Street and Hudson Road. This will impact the debt service levy and will be maintained by the City parks division.
97. **Sidewalks/Trails – Lake Street Trail:** This project will install new HMA recreational trail on the south side of Lake Street from Central Ave. to Big Woods Lake Recreation area. The Public Works Department has already prepared the base for the trail along Lake Street.
98. **Sidewalks/Trails – Lloyd Lane Sidewalk Infill:** This project will construct sidewalk along the south side of Lloyd Lane from Norse Drive to Algonquin Drive approximately 840 feet.
99. **Sidewalks/Trails – McClain Drive Sidewalk Infill:** This project will construct sidewalk along McClain Dr. from University Ave south to Primrose Drive totaling

approximately 1400 feet. This sidewalk will connect surrounding subdivisions to Orchard Hill Park and Orchard Hill Elementary School.

- 100. Sidewalks/Trails – Reconstruction Program:** This is a multi-year program which addresses public sidewalks, installs new sidewalks to schools with inadequate sidewalk access and completes gaps in the sidewalk system. This replaces deficient public sidewalks and reduces public liability.
- 101. Sidewalks/Trails – Rownd Street Sidewalk Infill:** This project would construct sidewalk on the west side of Rownd Street from Hawthorne Drive to Sunnyside Drive. This project would allow the students walking to school north of Hawthorne Drive to cross the street at the pedestrian traffic signal.
- 102. Sidewalks/Trails – Trail Oversizing:** When a developer is required to place a sidewalk in a new subdivision or project, this project will provide the funding for the City to pay for the additional cost in expanding that sidewalk into a trail.
- 103. Sidewalks/Trails – Trail Reconstruction:** This project addresses major changes needed at specific locations of the trail network. It may include steep slopes, unsafe crossings, erosion, sight visibility issues, or other aspects that require design and reconstruction to complete.
- 104. Sidewalks/Trails – Union Road Trail Phase II:** Union Road Trail project will install a 10 feet wide trail along Union Road from West 12<sup>th</sup> Street to West 27<sup>th</sup> Street.
- 105. Sidewalks/Trails – W. 20<sup>th</sup> Street Sidewalk Infill:** This project will construct 200 feet of sidewalk from College Street to the existing sidewalk at 1000 W. 20<sup>th</sup> Street.
- 106. Storm Water – Clay Street Park Drainage:** This project will provide an over-land route and/or drainage improvements from the Clay Street Park to Washington.
- 107. Storm Water - Comprehensive Watershed Assessment:** This project would complete our NPDES Permit required for all of the watersheds within the city limits. Currently the Dry Run Creek, Brandilynn, Green Creek and Cedar River North watersheds have been assessed.
- 108. Storm Water – Drainage Studies:** This project analyzes drainage patterns and issues subwatersheds within Cedar Falls. The study would identify improvements need that can be done in conjunction with the Annual Pavement Management Program.
- 109. Storm Water – Erosion Repair Project:** This project will repair drainage areas on public property or in drainage easements. The project will stabilize the drainage area and prevent future erosion. This project will be paid for by the Storm Water Fund.



- 110. Storm Water – Permeable Alley Program:** This project will create 3 permeable alleys per year in residential and commercial areas to treat storm water runoff, improve water quality in receiving streams and alleviate storm water runoff problems.
- 111. Storm Water – Slope Repair:** This project will repair portions of the steep slopes that have failed. It would include but not limited to Mandalay Drive & West Ridgewood.
- 112. Storm Water – Northern Cedar Falls Storm Sewer Extension:** This project includes the design and infrastructure to extend the storm sewer network from Center Street southwest to Lone Tree Road. This line will run behind the existing line along the north side of the roadway.
- 113. Storm Water – University Avenue Bioretention Swales/Cells:** This project will create bioretention swales and cells in commercial areas along University Avenue to treat storm water runoff, improve water quality in receiving streams and alleviate storm water runoff problems. Funding will be from the Storm Water fund and grants from State funds.
- 114. Streets - Annual Street Repair Program (Resurfacing and Reconstruction):** The Street Repair Program is financed by local sales tax revenues. The program is cash flowed annually by option tax revenues. This will have no effect on the General Fund Operating Budget.
- 115. Streets – Ashworth Dr. in Prairie Winds Subdivision:** Completing this segment of street would provide more direct connection to Aldrich Elementary School from the Prairie Winds, Prairie West, and West Village developments.
- 116. Streets – Ashworth Dr. Extension to Hudson Road:** Acquisition of property to provide the final link between Prairie Winds subdivision and Hudson Road through the David Nicol’s property, with construction in a subsequent year.
- 117. Streets – Cedar Heights Drive Reconstruction:** This project will remove and replace the Cedar Heights Drive from Greenhill Rd. to Viking Rd. This was last constructed in 1983.
- 118. Streets - Center Street Improvements:** This project will focus on streetscape improvements that may include constructing shoulder improvements, intersection improvements at Center Street & Cottage Row Rd., decorative lighting, pavers, bioswales and drainage improvements.
- 119. Streets – CFU Annual Patching Program:** This project includes the engineering time and resources used to compile, and inspect, the CFU annual street patching plan set through completion. These patches are primarily used to match the patch to

the surrounding pavement cross sections after CFU has repaired a utility underneath City pavement.

- 120. Streets – Cyber Lane Extension:** This project will complete the connection of Cyber Lane to Technology Parkway.
- 121. Streets – Greenhill Road Intersection Improvements:** This project will complete intersection improvements for Greenhill Road at Ashworth Drive, Algonquin Drive, and Hudson Road for the future development of 50 acres. This relates to the new proposed hospital project and Greenhill Road traffic study.
- 122. Streets – Greenhill Road & South Main Street Intersection:** This project will reconstruct the intersection to a roundabout, to improve the capacity, efficiency and safety of the intersection. The intersection was part of a recently adopted Greenhill Road Corridor Study. This project is being undertaken in response to recent development in the area and concerns about intersection capacity and safety.
- 123. Streets – Hwy 58 & Greenhill Road Intersection:** This project will install a grade separated interchange at the Highway 58 and Greenhill Road Intersection.
- 124. Streets – Hwy 58 and Viking Road Intersection Improvements:** This project will install an interchange at the Highway 58 and Viking Road intersection and study the Hwy 58 corridor. Additional funding included for pedestrian accommodations.
- 125. Streets – Main Street Reconstruction:** This project includes design and reconstruction of Main Street from 6<sup>th</sup> Street south to Seerley Blvd. Analysis of opportunities for improved intersection operations, vehicular/pedestrian/bicyclist safety, and Complete Streets elements are involved. Currently, Main Street will be overlaid to extend its life until reconstruction can occur.
- 126. Streets – Prairie Parkway & Viking Rd Intersection:** This project will construct improvements at the intersection of Prairie Parkway & Viking Road. It includes extending a median west through Winterbury Drive, along Viking Road, for corridor functionality and safety.
- 127. Streets – Ridgeway Avenue Reconstruction:** This project will reconstruct portions of Ridgeway Avenue installing improvements required for the Midland Atlantic Development (Mills Fleet Farm).
- 128. Streets – Seal Coat Program:** Annual program to seal coat streets in accordance with the Pavement Management Plan. This will be financed with Local Option Sales Tax funds.
- 129. Streets – Signalization of Hudson Road/Ridgeway Intersection:** This project will include the design/installation of traffic signals at the intersection of Hudson Road/Ridgeway Avenue to accommodate continued growth in this area of the City.

- 130. Streets – Traffic Planning:** Perform subarea and corridor transportation plans, including analyses to define traffic forecasts, functional geometry, access management, traffic control for roadway improvements and Complete Street elements needed for the community.
- 131. Streets – Union Road Phase I: From 27<sup>th</sup> to University:** This project will include the reconstruction of Union Road from University Ave. to 27<sup>th</sup> Street. Updating this roadway to an urban cross section will include curb & gutter, storm sewer and sanitary sewer.
- 132. Streets – Viking Road Reconstruction & Sidewalk Infill:** This project will include the reconstruction of West Viking Road from South Union Road to approximately 600 feet from the intersection at Production Drive. Updating this roadway to an urban cross section will include curb & gutter and storm sewer.
- 133. Streets - West 1st Street Reconstruction:** This project will reconstruct West 1<sup>st</sup> Street from Hudson Road to Franklin Street. This section of roadway is under IDOT jurisdiction; however, the City may have additional costs if this project is not on the IDOT's priority list. City local option sales tax funding will be used for the street portion of this project.
- 134. Streets – W. 12<sup>th</sup> Street Extension:** This project will pay for the extension of W. 12<sup>th</sup> Street as part of the Agreement regarding annexation between Rocky Point, LC and the City of Cedar Falls. This will not impact the debt service levy since private funds are being used.
- 135. Streets – W. 12<sup>th</sup> Street Reconstruction:** This project will reconstruct 1400 feet of roadway from College Street to Tremont Street. This project will address any intersection safety concerns at the intersection of Walnut Street and W. 12<sup>th</sup> Street.
- 136. Streets – W. 22<sup>nd</sup> Street Reconstruction & Realignment:** This project includes addressing the intersection of College Street and W 22<sup>nd</sup> St., as development continues in this area. Aligning the intersection and providing an adequate street for functionality, safety and aesthetic improvements is needed.
- 137. Streets – W. 23<sup>rd</sup> Street Reconstruction:** This project will reconstruct W. 23<sup>rd</sup> Street from Hudson Road east to Campus Street.
- 138. Streets – W. 27<sup>th</sup> Street Improvements:** This project will increase W. 27<sup>th</sup> Street from a two lane section of roadway to a four lane section, beginning at Greenhill Road and continuing for a distance of 2000 feet to the west.
- 139. Streetscape – Downtown Streetscape and Reconstruction (Phase I):** This project would remove and replace the existing sidewalk pavers and streetscape

elements along Main Street from 1<sup>st</sup> St. to 3<sup>rd</sup> St according to the newly adopted design.

- 140. Streetscape – Downtown Streetscape and Reconstruction (Phase II):** This project would remove and replace the existing sidewalk pavers and streetscape elements along Main Street from 3<sup>rd</sup> Street to 6<sup>th</sup> Street according to the newly adopted design.
- 141. Cemetery Columbariums:** Columbariums have become a popular choice for storing cremains. This method of interment will save space throughout the three City cemeteries.
- 142. Golf Course Maintenance:** Pheasant Ridge Golf Course requires regular maintenance in order to be well kept and ensure it remains a desirable place to play golf.
- 143. Pheasant Ridge Cart Path Renovations:** Some of the older cart paths at Pheasant Ridge need to be replaced. There are also some additional paths that need to be constructed adjacent to more heavily used areas. The paths will be constructed with either asphalt or concrete.
- 144. Pheasant Ridge Improvements:** Continue improvements based on Master Plan developed by Garrett Gill. Project scope would be to fix ground water issues on holes #7 and #13, drain sand traps and possibly install new forward tees.
- 145. Pheasant Ridge Pro Shop – Water & Sewer Service:** Extend City Water to Pro Shop building at Pheasant Ridge. This building is currently served with a well. Extending water service will increase water quality and reduce well maintenance.
- 146. Bess Streeter Park Playground Equipment Upgrade:** Playground equipment upgrades for Bess Streeter Park have been requested by neighbors.
- 147. Big Woods Campground Cabins:** Cabin rentals have been very popular with reservations being full for the majority of the past several years. During the construction of the first cabin, grade work and infrastructure was put in place for future addition of cabins. An additional cabin is now warranted and fits into the time frame for expansion.
- 148. Emerald Ash Borer – Removal of Ash Trees:** The emerald ash borer is a pest of ash trees native to Asia. It was first discovered in North America in 2002 and has killed millions of ash trees and caused thousands more to be removed due to its slow spread. The costs are anticipated to cover trees on public property only.
- 149. Gold Star Family Memorial Monument:** Local veteran volunteers are proposing an additional memorial monument in Veterans Park. The purpose of the monument is



to honor Gold Star Families, preserve the memory of the fallen, and stand as a reminder that Freedom is not free.

- 150. Island Park Masterplan:** Increased flooding is impacting Island Park and increasing staff time for cleanup and repairs. This proposal is to have a consultant study the issues and develop plans to reduce maintenance needs.
- 151. New Park Identification Signage:** The current Park identification signage has been in place in some locations since the 1970's. Many of the signs are routed wood that is stained and painted. The proposal involves working with a sign company for consistency/standardization of signs throughout the park system and providing branding that is consistent with other area signage.
- 152. North Cedar School Playground:** It is intended to revitalize the current playground located behind the North Cedar Elementary School. The City would be partnering with the school district in the purchase of new equipment and providing an updated safe public amenity.
- 153. Park Improvements:** An ongoing project of improving existing parks and park infrastructure. Currently the City has over 1,000 acres of parkland and these funds allow us to upgrade various parks as needed. Staff and Park and Recreation Commission prioritize the projects annually. Examples of past projects that have been constructed using these funds have been the large shelter and ice/roller blade rink in Gateway Park, disc golf course update at Tourist Park, and small shelters at various parks. Park staff will construct improvements as part of an annual work plan and as resources are available. Future maintenance will occur related to repair of structures or improvement due to vandalism or usual wear. The annual park operating and capital budgets will pay ongoing maintenance costs.
- 154. Parks and Public Lands Master Plan:** The last Park Plan was completed in 1996. Since 1996 the City has experienced growth to the south and west and changes to the northern Cedar Falls area due to flood buyouts. In addition, recreation preferences have changed over time. This plan will consolidate previous plans including the northern Cedar Falls Recreation and Maintenance plan found in the most recent comprehensive plan.
- 155. Pedestrian Bridge Replacement:** The access from the parking lot on the south to Central Park requires crossing the Dry Run Creek. The bridge in this location which was installed approximately 50 year ago is in need of refurbishing or replacement.
- 156. Places to Play Park – Future Maintenance:** The Place to Play Park contains unique ADA compliant safety surfacing and equipment. Early use has shown the park to be extremely popular which will add to wear and tear of the equipment and facility.

- 157. Roundabout Landscape Improvements:** This project involves creating landscaping similar to University Avenue on existing roundabouts. Three of the major roundabouts include Prairie Parkway & Brandilynn, Cedar Heights & Viking, and Ridgeway & Chancellor.
- 158. Seal Coat/Asphalt Overlay Program - Park & Cemetery:** Park roadways and parking lots. This program is utilized to maintain park roadways and parking lot repairs/reconstruction.
- 159. Shelter Construction (Seerley Park):** Replacement shelters at Seerely Park.
- 160. Skate Park Relocation:** Relocation of the Skate Park 100 feet north of its current location may be of interest to an adjacent private business wishing to expand.
- 161. Street Tree Replacement:** The city is currently removing approximately 250 street trees annually. These removals are due to age, damage from storms and the Emerald Ash Borer.
- 162. Trail Maintenance:** Funded by Hotel/Motel Tax revenue on an annual basis for structural repairs to the existing recreation trail system. The goal is to only utilize a portion of the funds annually so that a reserve fund will accumulate.
- 163. Veterans Memorial Park Signs:** Various phases have been completed at Veterans Park. The City has been requested to install signs that provide information about Veterans, the park, and background on the different wars and conflicts.
- 164. Landscaping Roadways/Monuments & Signage:** Beautification of thoroughfares, roadways and intersections throughout the community. Landscaping could include trees, prairie or other low maintenance plant material.
- 165. Northern Cedar Falls Landscape Improvements:** The PW/Park Division is proposing to plant, prairie, wildflowers, trees and turfgrass on select flood buyout as defined on the Northern Cedar Falls Recreation and Maintenance Plan prepared by Confluence.
- 166. Air Rotation System – PW Fleet Maintenance:** The geo thermal water flow for the radiant floor heating system in the shop area is running beyond design capacity. This air rotation and filtration unit will be installed to provide primary heating for the shop area thus reducing the impact on the geo thermal system.
- 167. Building Exterior Weatherproofing – Public Buildings:** City owned buildings are nearing the age when it will be necessary to perform exterior surface maintenance. This project includes brick & block tuck-point, EIFS repair and waterproofing for buildings that are ten years older or older.

- 168. Carpet – Library:** The library opened in 2004. Carpet tiles were installed at that time and many areas are stained, and some traffic areas are showing signs of wear. While the need is not immediate, it is likely that the library will need new carpet within 5-10 years depending on upcoming wear. The library is about 47,000 square feet, most of it carpeted.
- 169. LED Lighting Upgrade – Aquatic Center:** This project is an energy initiative that includes replacing and retrofitting LED lighting throughout the Aquatic Center.
- 170. LED Lighting Upgrade – Library:** This project is an energy initiative that includes replacing and retrofitting LED lighting throughout the Library.
- 171. Library Atrium Window Replacement:** The library building was constructed in 2004. Recently some of the windows in the atrium are showing signs of wear and collecting condensation to the point that the maintenance supervisor recommended replacing those.
- 172. Library Exterior Door Replacement:** The library building was constructed in 2004. In recent years, some of the exterior doors have begun deteriorating with rust. One was replaced last year, but more now need to be replaced.
- 173. Rec Center Heat Pumps:** The nineteen heat pumps installed when the Rec Center was built in 1992 are at the end of their lives and need to be replaced. We are investigating replacing four per year over the next four years.
- 174. Security System Upgrade – PW Complex:** This project will include replacement of aging video recording and camera equipment. Locations include the PW/Park Complex and the Central Complex located at 1500 Bluff Street.
- 175. Compaction Equipment Refurbishing at Transfer Station:** The transfer station became operational in 1981. Over the years, there have been improvements made to the mechanical compaction equipment. This project will include removing the mechanical walking floor and replacing the structural frame work for the storage pit and compaction chamber.
- 176. Expanded Poly Styrene (Styrofoam) Densifier:** The intake of Expanded Poly Styrene (Styrofoam) has increased significantly since the purchase and onset of the recycling program. The material intake has outgrown the efficient capability of original densifying machine. This project is intended to replace the existing unit with a larger machine with improved loading capabilities.
- 177. Refuse and Yard Waste Cart Tracking:** RFID technology is utilized to track collection and billing of yard waste carts. This technology is used so residents can be billed on a per dump basis. There will be a need in the near future to update all aspects of cart collection and tracking services.

- 178. Security Cameras at Recycling sites:** This initiative is an effort to monitor use of recycling drop sites due to increased contamination and illicit dumping. Cameras would be used to identify misuse and hold the abusers accountable.
- 179. Expansion of Automated Vehicle Locators:** The AVL is a system that performs tracking of equipment utilizing GPS. This information is then transmitted over radio frequency to a web based management program. This system expansion will allow for tracking additional equipment for better overall task management of various public works and parks operations.
- 180. Streetscape – College Hill Maintenance & Improvements:** This project will continue to provide improvements to the City’s College Hill Business District. The improvements will include streets, sidewalks, benches, landscaping, public art, and pedestrian amenities.
- 181. Streetscape – Downtown Maintenance & Improvements:** this project will continue to provide improvements to the City’s Central Business District. The improvements include maintenance/repairs to sidewalk bricks on the Parkade.
- 182. Signalized Intersection Upgrade:** Select intersections will be in need of complete replacement due to deteriorating bases and signal structures. Including wiring, conduit, detector loops, signal heads and controllers. This also incorporates the upgrading of controller electronics and replacement of failing Light Emitting Diodes (LED’s).
- 183. Siren Replacement:** Siren upgrades will be required to take place in the coming years. The siren at Black Hawk Lane will need to be relocated as part of the 58/Viking project scheduled for FY19/20. Additional sites will need to be evaluated and added as the city expands south and westward.
- 184. Bulk Fluids Room Expansion:** With newer modern technology of equipment the requirements for lubricants and coolants has become very specific. Due to the need to stock additional items the bulk fluid storage room has become cluttered and is no longer sizeable to properly store the fluids.
- 185. 17<sup>th</sup> Street Lift Station and Treatment Plant Pump Rebuilding:** Large pumps at our largest lift station and throughout the plant need to be on a rotating schedule for rebuilding. This amount will cover most of rebuilds with the annual budget supplementing when needed.
- 186. Building Maintenance:** This is an expense once every five years to include block repair, waterproofing and tuck-pointing as needed on the block buildings maintained by the Water Reclamation Division.
- 187. Facility Master Plan Update:** The IDNR requires an update to the facility Nutrient Reduction Plan to be submitted by May 1, 2021. This will update a Master Plan for



the facility to help with planning for nutrient reduction and other future regulatory changes.

188. **First Stage Trickling Filter Arms:** The arms on the First Stage Trickling Filters have many holes in them and need to be replaced. This is for the equipment only.
189. **Hudson Road Lining:** This project involves lining decaying concrete lines along Hudson Road.
190. **Lift Station Electrical Generator:** This is for a large portable generator. Improvements at Park Drive lift station have created this need. Currently we have just one generator that can be used at four lift stations. This could also be used during other City emergencies, such as flooding or severe wind storms when auxiliary power may be needed.
191. **Nutrient Removal/Facility Plan:** This is an area DNR/EPA will focus on in the future. Nutrients pose potential problems in the river.
192. **Oak Park Sewer Replacement Project:** This line runs through private property along property bordering 929 & 941 Oak Park Blvd. with an elevated portion through a wooded ravine.
193. **Plant Digester Rehabilitation:** Rehabilitation of the plant digesters is needed to update, repair, and replace existing digesters to meet future regulations and population growth.
194. **Polymer Pumps:** The polymer system for the biosolids processing equipment are very difficult to get parts for. This is a very complex system and should be replaced as a complete unit.
195. **Sanitary Sewer Infiltration & Inflow Reduction Project:** This project is aimed at reducing extraneous flows to the Water Reclamation Facility during wet weather, in response to pressure from EPA & DNR. It could encompass a program to grout lateral service lines and/or involve property owners in disconnecting footing drain connections and illegal sump pump connections to the sanitary sewer.
196. **Sanitary Sewer Spot Repairs/Emergency:** Some streets that are to be reconstructed or overlaid have damaged spots in the sanitary sewer and are repaired prior to the street's improvement in an effort to keep the street's surface integrity from being affected by sewer repairs.
197. **Sartori Trust Farm Improvements:** This farm is used extensively for our biosolids land application program and generates revenue for the Health Trust Fund. Improvements are needed periodically either to satisfy USDA requirements, or to solve problems the tenant or city may be having, or enhance productivity of the soil.

198. **Sewer Collection System Expansion Study:** In order to prepare for future growth, planning of infrastructure needs to be completed with information and understanding of the condition and size of the current system and how best to proceed with extending this.
199. **Sipline Existing Sanitary Sewers:** An ongoing process of repair and refurbishing existing sewer lines. A very cost effective method of increasing the strength of a line while decreasing the infiltration. A decrease in infiltration is very beneficial to the WWTP.
200. **UV Disinfection Bulb Replacement:** The bulbs used in the disinfection process have a lifespan of 1200 hours. They will need to be replaced to maintain permit requirements.
201. **Water Line Extensions:** The Cedar Heights and Ridgeway lift stations are the largest lift stations still using well water. The quality of the water could be improved and maintenance on the well pumps and water supply system could be eliminated if served by city water.
202. **AED:** AED Units are used in medical emergencies involving cardiac arrest. These units typically have a 10 year life span, although from time to time may need to be replaced sooner due to upgrades or other requirements.
203. **Bunker Gear, Replacement of PASS Devices and Volunteer Equipment:** Personal protective equipment (PPE), including fire gear need to be replaced as they wear and breakdown. The life span of the fire gear is up to 10 years. The bunker gear is replaced as it wears or is damaged.
204. **Fire Hose:** A replacement program for fire hose has been developed. The Fire Division is still using fire hose dated into the 80's. A comprehensive replacement program will help insure safety of fire personnel and our operation efficiency. About one dozen lengths fail testing each year. This also includes funds for updating nozzles and other connections. The maintenance of fire hose is already included in the normal General Fund Operating Budget. However, replacement is not in the General Fund Operating Budget.
205. **SCBA Replacement:** The City purchased the current Self Contained Breathing Apparatus which includes the backpack, air tanks and face masks in 2009 placing the age of these units at 11 years. The life expectancy of these units is 15 years. Each firefighter is issued a mask that is specific to them. Back packs and tanks are shared. Newer units are not compatible with the older units we currently own.
206. **Ballistic Vest Replacement:** Scheduled replacement of bullet resistant vests. There will be no effect on the General Fund Operating Budget, since these vests are being purchased with grant and forfeiture funds.

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- 207. Equipment Reserve:** For the purchase of various public safety equipment.
- 208. Forensic Cellphone & Tablet Equipment:** The Public Safety Department currently owns a Cellbrite Forensic Kit that is used to examine cellphones and tablets as needed for criminal investigation. The unit is used weekly to examine phones.
- 209. In Car Camera:** The Police Division has in-car camera systems in each of the 11 patrol vehicles. The camera systems record an audio and video account of all police activity. The in-car camera system is a requirement for all patrol vehicles in any modern law enforcement agency.
- 210. Lab and Investigative Equipment:** The Police Division processes many crime scenes each year. This requires a wide variety of equipment, including static print lifter, camera equipment, fumer, laser fingerprint light and other equipment. Equipment is replaced as needed or added if a need arises. Technology frequently changes and new tools are created that can be of aid during investigations.
- 211. Radar:** The Public Safety Department has one radar installed in each patrol vehicle for speed violation detection. The radar units have a life span of less than 10 years. Each unit cost is approximately \$3,000. The Department intends to replace each of the 12 radar units over a 3 year period.
- 212. Weapons:** The Police Division has an inventory of handguns, rifles, shotguns and Tasers that need to be replaced on a 5-10 year basis. The weapons are a necessary piece of equipment for the safety of the public and the police officers. The replacement of the weapons are based upon their useful life and maintenance concerns.





Employ22

**Administrative  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

Administrative Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
Mayor's Office			
Mayor	1.00	1.00	1.00
Administrative Supervisor	0.08	0.08	0.10
Administration			
City Administrator	1.00	1.00	1.00
Administrative Supervisor	0.02	0.02	0.05
Economic Development Coordinator	1.00	1.00	1.00
Communications Specialist	1.00	1.00	1.00
Full-Time	4.10	4.10	4.15
Part-Time	0.00	0.00	0.00
<b>Total Administrative</b>	<b>4.10</b>	<b>4.10</b>	<b>4.15</b>

Employ22

**Department of Finance & Business Operations**  
**City of Cedar Falls**  
**FY22 Budget Summary**  
**Full-Time and Part-Time Positions**  
**By Fiscal Year and Departments**

<b>Finance &amp; Business Operations Section/Position</b>	<b>06/30/20 Budgeted</b>	<b>06/30/21 Budgeted</b>	<b>06/30/22 Budgeted</b>
<b>Administration</b>			
Director of Finance & Business Operations	0.00	1.00	1.00
Financial Technician (Part-Time)	0.00	0.73	0.73
<b>Financial Services</b>			
Director of Finance & Business Operations	1.00	0.00	0.00
Controller/City Treasurer	1.00	0.98	0.98
Accountant I	0.95	0.95	0.95
Personnel Specialist	1.00	2.00	0.00
Financial Technician (Part-Time)	0.73	0.00	0.00
Administrative Assistant	0.00	0.00	0.40
Administrative Assistant - Lead	0.20	0.40	0.00
Payroll/HR Technician	1.00	1.00	1.00
Financial Clerk	0.25	0.40	0.40
Financial Clerk (Part-Time)	0.93	0.98	0.98
<b>Human Resources</b>			
HR Manager	0.00	0.00	1.00
Personnel Specialist	0.00	0.00	2.00
<b>Legal Services</b>			
City Attorney	1.00	1.00	1.00
Personnel Specialist	1.00	1.00	0.00
Administrative Supervisor	0.00	0.00	0.02
Administrative Assistant	0.10	0.10	0.10
<b>Public Records</b>			
City Clerk	0.98	0.90	0.90
Administrative Supervisor	0.70	0.65	0.98
Administrative Assistant	1.09	1.15	1.55
Administrative Assistant (Part-Time)	1.06	1.24	0.41
Admin/Parking Supervisor	0.00	0.30	0.00
<b>Library Services</b>			
Library Director	1.00	1.00	1.00
Senior Librarian	2.00	2.00	2.00
Library Assistants	7.00	8.00	8.00
Librarian (Part-time)	2.18	2.18	2.18
Education Coordinator (Part-Time)	0.20	0.20	0.20

Employ22

**Department of Finance & Business Operations**  
**City of Cedar Falls**  
**FY22 Budget Summary**  
**Full-Time and Part-Time Positions**  
**By Fiscal Year and Departments**

<b>Finance &amp; Business Operations Section/Position</b>	<b>06/30/20 Budgeted</b>	<b>06/30/21 Budgeted</b>	<b>06/30/22 Budgeted</b>
Shelver (Part-Time)	0.38	0.38	0.00
Technology Librarian	1.00	1.00	1.00
Library Assistant (Part-Time)	5.43	5.65	6.38
Library Interns (Part-Time)	2.68	2.95	1.45
Library Pages (Part-Time)	2.10	2.10	2.48
<b>Community Services</b>			
Facility Assistant (Part-Time)	0.73	0.73	0.73
Library Assistant (Part-Time)	0.67	0.67	0.67
<b>Cable TV</b>			
Cable & Television Supervisor	1.00	1.00	1.00
Video Production Supervisor	1.00	1.00	1.00
Video Production Specialist	0.00	1.00	1.00
Administrative Assistant (Part-Time)	0.00	0.00	0.28
Production Assistant I (Part-Time)	1.63	0.50	0.50
Administrative Assistant - Lead	0.80	0.60	0.00
Production Assistant I	1.00	0.00	0.00
<b>Information Systems</b>			
Information Systems Manager	1.00	1.00	1.00
Network/Support Specialist	1.00	1.00	1.00
Information Systems Technician II	1.00	1.00	1.00
Graphic Designer (Part-Time)	0.73	0.73	0.73
GIS Analyst	1.00	1.00	1.00
Information Systems Technician I	1.00	1.00	1.00
Intern (Part-Time)	0.00	0.10	0.10
<b>Parking</b>			
City Clerk	0.02	0.10	0.10
Administrative Supervisor	0.10	0.15	0.85
Admin/Parking Supervisor	0.00	0.70	0.00
Parking Meter Attendant (Part-Time)	2.90	2.90	2.90
Administrative Assistant	0.25	0.45	0.60
Administrative Assistant (Part-Time)	0.28	0.14	0.00
<b>Total Full-Time</b>	<b>30.44</b>	<b>33.83</b>	<b>33.83</b>
<b>Total Part-Time</b>	<b>22.63</b>	<b>22.18</b>	<b>20.72</b>
<b>Total Finance &amp; Business Operations</b>	<b>53.07</b>	<b>56.01</b>	<b>54.55</b>

Employ22

**Department of Community Development  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

Community Development Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
<b>Administration</b>			
Director of Community Development	1.00	1.00	1.00
Financial Clerk (Part-Time)	0.01	0.00	0.00
Administrative Assistant	0.15	0.05	0.05
<b>Inspection Services</b>			
Inspection Services Manager	1.00	1.00	1.00
Inspectors	5.00	5.00	5.00
Inspector (Part-Time)	0.69	0.73	0.73
Bldg. Official/Insp. Mngr.	0.30	0.00	0.00
Code Enforcement	1.00	1.00	1.00
Administrative Supervisor	0.07	0.07	0.00
Administrative Assistant	1.50	1.55	1.55
Administrative Assistant (Part-Time)	0.34	0.00	0.52
Financial Clerk (Part-Time)	0.15	0.06	0.06
<b>Planning &amp; Community Services</b>			
Planning & Community Service Manager	0.95	0.95	0.95
Planner I	0.00	1.00	2.00
Planner II	0.95	2.00	0.00
Planner III	2.00	1.00	2.00
Administrative Assistant	0.55	0.60	0.60
Intern (Part-Time)	0.10	0.10	0.10
<b>Cultural Services</b>			
Cultural Program Supervisor	1.00	1.00	1.00
Education Coordinator (Part-Time)	0.73	0.73	0.73
Senior Services Coordinator (Part-Time)	0.73	1.46	0.73
Hearst Lab Tech (Part-Time)	0.73	0.73	0.73
Hearst Coordinator (Part-Time)	0.73	0.73	0.73
Hearst Assistant (Part-Time)	0.58	0.50	0.50
Temporary (Part-Time)	0.75	0.75	0.75
Office Assistant (Part-Time)	1.45	1.45	1.45
Program Coordinator (Part-Time)	0.73	0.73	0.73



Employ22

**Department of Community Development  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

Community Development Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
<b>Recreation Services</b>			
Rec & Community Program Manager	1.00	1.00	1.00
Rec Program Supervisor	1.00	1.00	1.00
Sports Program Supervisor	1.00	1.00	1.00
Recreation Program Coordinator (Part-Time)	0.73	0.73	0.73
Admin Assistant - Lead	0.00	1.00	1.00
Fitness Coordinator (Part-Time)	0.00	0.73	0.73
Fitness Coordinator	1.00	0.00	0.00
Seasonal/Temporary (Part-Time)	29.50	29.50	29.50
<b>Housing Vouchers</b>			
Planning & Community Service Manager	0.02	0.02	0.02
Planner I	1.00	0.00	0.00
Community Services Coordinator	0.00	1.00	1.00
Housing Program Specialist (Part-Time)	0.00	1.41	1.41
Accountant	0.02	0.02	0.02
Financial Clerk (Part-Time)	0.04	0.04	0.04
Intern (Part-Time)	0.00	0.10	0.10
<b>Block Grant</b>			
Planning & Community Service Manager	0.03	0.03	0.03
Planner II	0.05	0.00	0.00
Housing Program Specialist (Part-Time)	0.00	0.04	0.04
Controller/City Treasurer	0.00	0.02	0.02
Accountant	0.03	0.03	0.03
Financial Clerk (Part-Time)	0.04	0.03	0.03
<b>Visitors &amp; Tourism Services</b>			
V&T/Cultural Program Manager	1.00	1.00	1.00
V&T Sales/Mrktg. Coordinator	0.00	0.00	1.00
Summer Intern (Part-Time)	0.10	0.10	0.10
V&T Coordinator	1.00	1.00	0.00
V&T Coordinator (Part-Time)	0.73	0.73	0.73

Employ22

**Department of Community Development  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

<b>Community Development Section/Position</b>	<b>06/30/20 Budgeted</b>	<b>06/30/21 Budgeted</b>	<b>06/30/22 Budgeted</b>
Office Assistant (Part-Time)	2.08	2.08	2.08
Total Full-Time	22.62	23.34	23.27
Total Part-Time	40.94	43.46	43.25
Total Community Development	63.56	66.80	66.52

Employ22

**Public Works  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

Public Works Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
Engineering Services			
Director of Public Works	0.00	0.33	0.33
City Engineer	0.90	1.00	1.00
Civil Engineer II	2.00	1.00	1.90
Civil Engineer I	0.00	1.00	1.00
Principal Engineer	1.90	1.80	0.90
CAD Designer	0.00	1.00	1.00
Surveyor	1.00	1.00	1.00
Engineering Technician II	6.00	6.00	6.00
Summer Temporary/Intern (Part-Time)	0.15	0.15	0.15
Administrative Assistant (Part-Time)	0.34	0.69	0.86
Financial Clerk (Part-Time)	0.16	0.21	0.21
Administrative Supervisor	0.03	0.03	0.00
Administrative Assistant	0.60	0.55	0.55
Administration - MOP			
Director of Municipal Operations & Programs	0.50	0.00	0.00
Clerical (Part-Time)	0.15	0.00	0.00
Administrative Assistant - Lead	1.00	0.00	0.00
Cemetery			
PW/Parks Supervisor	1.00	1.00	1.00
Equipment Operator	1.00	1.00	1.00
Laborer (Part-Time)	1.45	1.45	0.73
Temporary (Part-Time)	2.00	2.00	2.00
Administrative Assistant	0.00	0.05	0.10
Maintenance Worker	0.00	0.00	1.00
Parks			
PW/Parks Supervisor	1.00	1.00	1.00
Arborist	1.00	2.00	2.00
Senior Groundskeeper	2.00	1.00	1.00
Equipment Operator	0.00	1.00	1.00
Groundskeeper	1.00	0.00	0.00
Laborer (Part-Time)	4.35	5.08	4.35

Employ22

**Public Works  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

Public Works Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
Seasonal (Part-Time)	7.63	7.63	7.63
Public Building			
Building Maintenance Supervisor	1.00	1.00	1.00
Maintenance Worker	0.50	0.50	0.50
Administration - Public Works			
Director of Public Works	0.50	0.67	0.67
O&M Manager	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Administrative Assistant (Part-Time)	0.73	0.73	0.73
O&M Refuse			
Parks/PW Supervisor	1.00	1.00	1.00
Maintenance Worker	6.00	6.00	6.00
Maintenance Worker (Part-Time)	5.68	5.75	7.20
Seasonal (Part-Time)	0.50	0.50	0.50
Storm Water			
City Engineer	0.10	0.00	0.00
Principal Engineer	0.40	0.20	0.10
Civil Engineer II	0.00	0.00	0.10
Equipment Operator	2.00	2.00	2.00
Seasonal (Part-Time)	0.10	0.10	0.10
Storm Water Specialist	1.00	1.00	1.00
Sewer Rental			
Equipment Operator	1.00	1.00	1.00
Maintenance Worker	3.00	3.00	3.00
Seasonal (Part-Time)	1.23	1.23	1.23
Water Reclamation			
Water Reclamation Manager	1.00	1.00	1.00
Waste Water Supervisor	1.00	1.00	1.00



Employ22

**Public Works**  
**City of Cedar Falls**  
**FY22 Budget Summary**  
**Full-Time and Part-Time Positions**  
**By Fiscal Year and Departments**

Public Works Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
Waste Water Operator II	1.00	1.00	1.00
Waste Water Laboratory Tech	1.00	1.00	1.00
Equipment Mechanic	1.00	1.00	1.00
Waste Water Operator I	3.00	4.00	4.00
Maintenance Worker	3.00	2.00	2.00
Maintenance Worker (Part-Time)	0.73	0.73	0.73
Seasonal (Part-Time)	0.31	0.31	0.31
Administrative Assistant	0.10	0.00	0.00
Street Construction			
PW/Parks Supervisor	2.00	2.00	2.00
Equipment Operator	5.00	4.00	4.00
Maintenance Worker	11.00	11.00	11.00
Maintenance Worker (Part-Time)	0.73	1.45	0.00
Seasonal (Part-Time)	2.92	2.92	2.92
Traffic Operations			
Traffic Operation & Maint. Supervisor	1.00	1.00	1.00
Maintenance Worker	1.50	1.50	1.50
Seasonal (Part-Time)	0.50	0.50	0.50
Vehicle Maintenance			
Fleet Maintenance Supervisor	1.00	1.00	1.00
Equipment Mechanic	3.00	5.00	4.00
Assistant Equipment Mechanic	0.00	0.00	1.00
Assistant Equipment Mechanic (Part-Time)	2.88	0.73	0.73
Seasonal (Part-Time)	0.50	0.50	0.50
Total Full-Time	75.03	75.63	76.65
Total Part-Time	33.04	32.66	31.38
Total Public Works	108.07	108.29	108.03

Employ22

**Public Safety Services Department**  
**City of Cedar Falls**  
**FY22 Budget Summary**  
**Full-Time and Part-Time Positions**  
**By Fiscal Year and Departments**

Public Safety Services Section/Position	06/30/20 Budgeted	06/30/21 Budgeted	06/30/22 Budgeted
<b>Fire Department</b>			
Director of PSS	0.33	0.33	0.50
Assistant PSS Director- Fire Chief	1.00	1.00	1.00
Batt. Chief	3.00	3.00	2.00
Police Captains - PSO	1.00	1.00	0.00
Fire Captains	5.00	3.00	3.00
Police Captains - PSS	0.00	0.00	2.00
Police Lieutenant - PSS	0.00	0.00	5.00
Police Lieutenant - PSO	3.00	3.00	0.00
Public Safety Officer	0.00	4.00	15.00
Firefighter	11.00	9.00	0.00
Firefighter (Part-Time)	0.60	0.90	0.00
Administrative Assistant	0.33	0.25	0.25
Financial Clerk	0.25	0.35	0.35
<b>Police</b>			
Director of PSS	0.67	0.67	0.50
Assistant PSS Director - Police Chief	1.00	1.00	1.00
Police Captain	3.00	3.00	0.00
Police Captain - PSO	1.00	1.00	3.00
Police Captain - PSS	0.00	0.00	1.00
Public Safety Officer	35.00	36.00	31.00
Computer Operator	1.00	1.00	1.00
Lieutenants	2.00	2.00	1.00
Lieutenants - PSO	5.00	5.00	2.00
Lieutenants - PSS	0.00	0.00	4.00
Police Officer	5.00	4.00	3.00
Crossing Guard (Part-Time)	1.43	1.88	1.88
Community Service Officer II (Part-Time)	0.50	0.00	0.00
Clerical (Part-Time)	0.50	0.00	0.00
Community Service Officer I (Part-Time)	4.00	4.23	4.68
Office Assistant (Part-Time)	0.50	1.45	1.45
Financial Clerk	0.50	0.25	0.25
Administrative Assistant	0.33	0.25	0.25
Total Full-Time	79.41	79.10	77.10
Total Part-Time	7.53	8.46	8.01
<b>Total Public Safety Services Department</b>	<b>86.94</b>	<b>87.56</b>	<b>85.11</b>

Employ22

**Summary of Departments  
City of Cedar Falls  
FY22 Budget Summary  
Full-Time and Part-Time Positions  
By Fiscal Year and Departments**

<b>Summary Totals Department/Position</b>	<b>06/30/20 Budgeted</b>	<b>06/30/21 Budgeted</b>	<b>06/30/22 Budgeted</b>
Administrative			
Full-Time	4.10	4.10	4.15
Part-Time	0.00	0.00	0.00
Finance & Business Operations			
Full-Time	30.44	33.83	33.83
Part-Time	22.63	22.18	20.72
Community Development			
Full-Time	22.62	23.34	23.27
Part-Time	40.94	43.46	43.25
Public Works			
Full-Time	75.03	75.63	76.65
Part-Time	33.04	32.66	31.38
Public Safety Services			
Full-Time	79.41	79.10	77.10
Part-Time	7.53	8.46	8.01
<b>Total Full-Time</b>	<b>211.60</b>	<b>216.00</b>	<b>215.00</b>
<b>Total Part-Time</b>	<b>104.14</b>	<b>106.76</b>	<b>103.36</b>
<b>Total Employees in FTE</b>	<b>315.74</b>	<b>322.76</b>	<b>318.36</b>

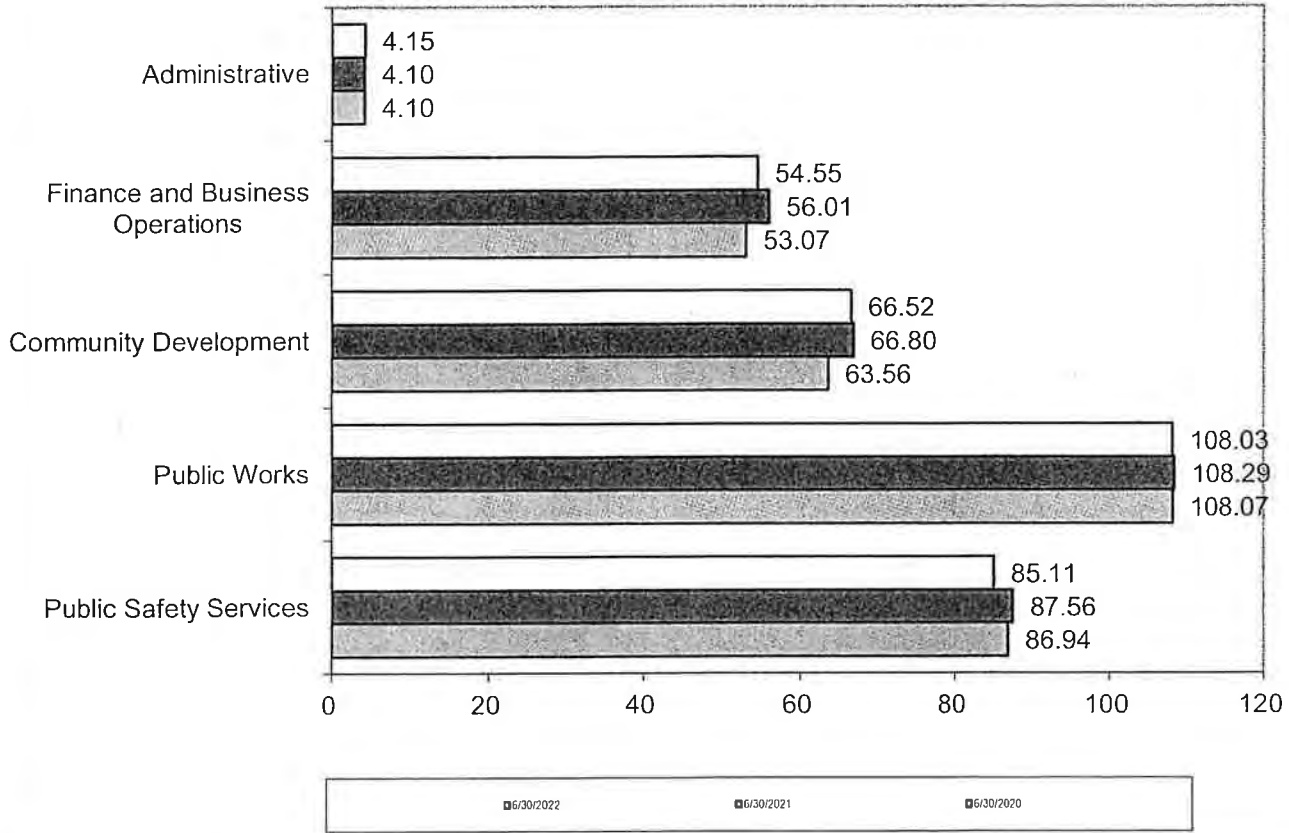
FBO- Part-Time decreased due to changes in library part-time staff and allocation adjustments for Admin staff.

CD- Minimal change in this department. Allocations for Admin staff adjusted between full-time and part-time.

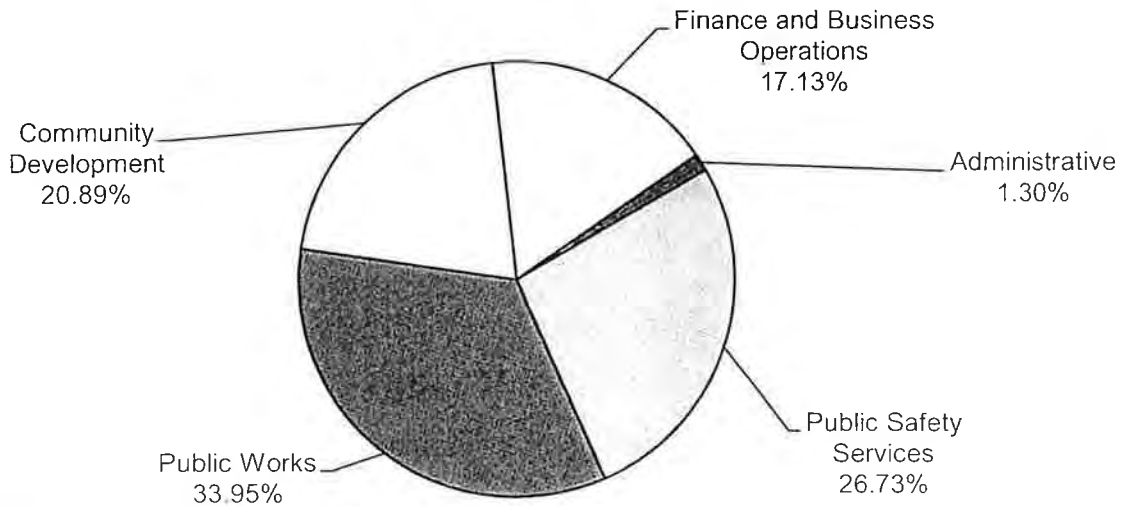
PW- Increase in full-time due to moving a part-time Laborer to a full-time Maintenance Worker.

PSS- Decrease in Full-time due to two less officers budgeted.

**City of Cedar Falls  
Total Employees in  
Full-Time Equivalents**

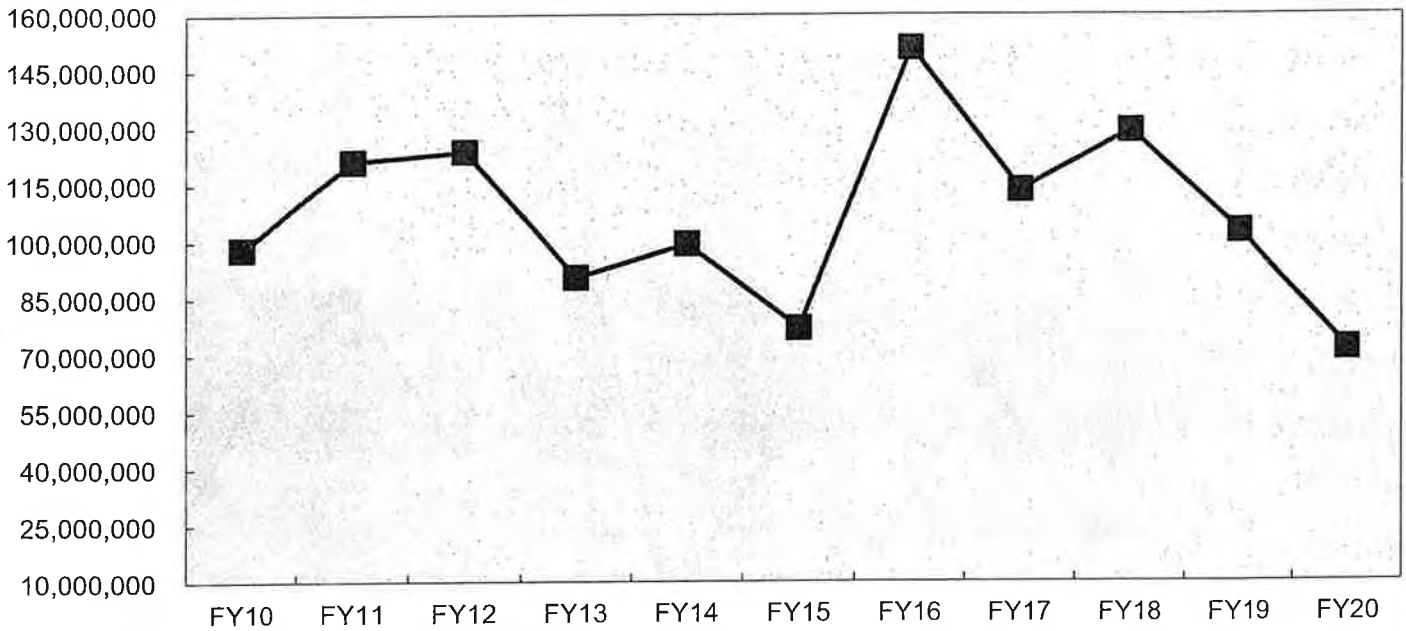


**Personnel Budgeted for FY22**





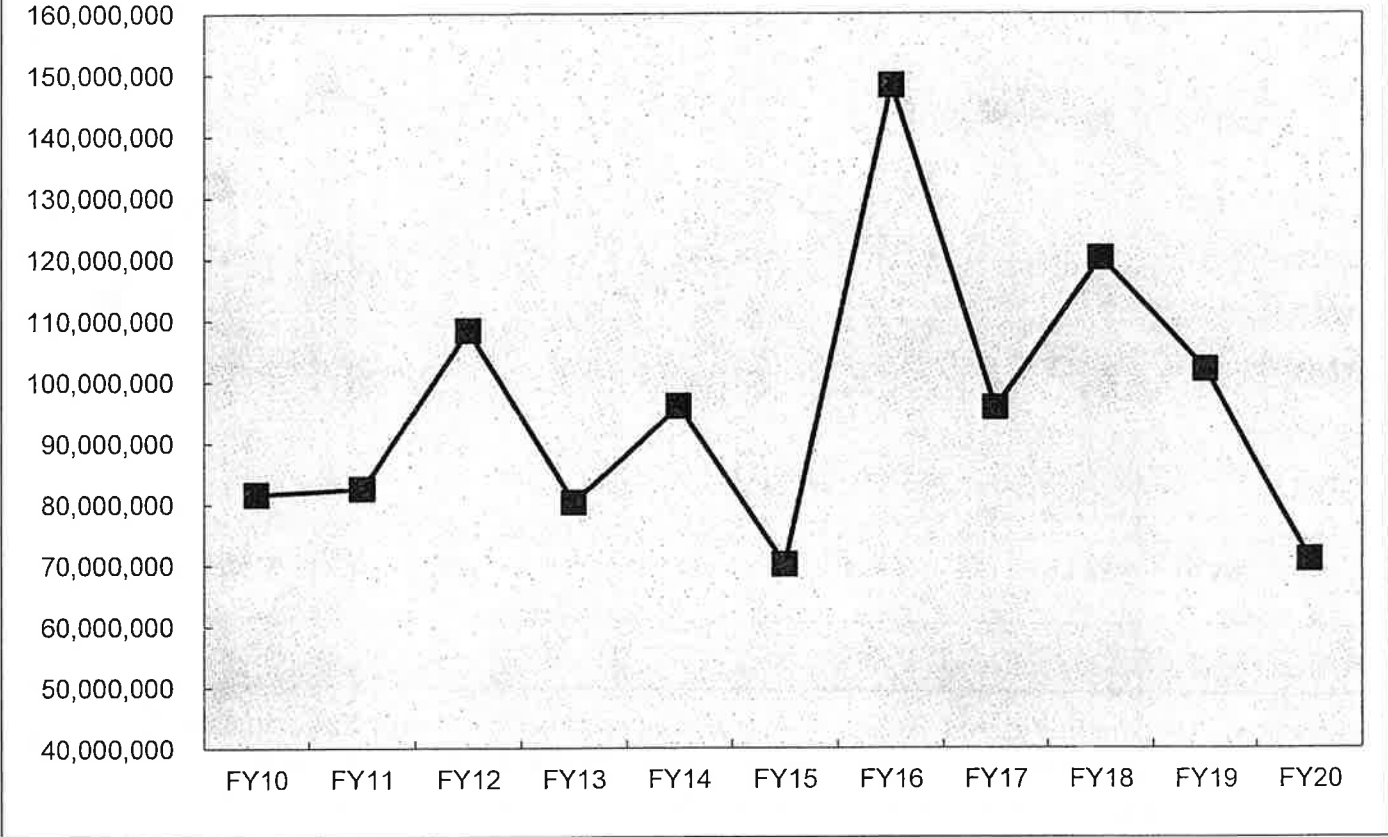
**Total Building Permit Value  
Cedar Falls, Iowa**



Following a steep decline in the mid-1980's, Cedar Falls construction activity has consistently grown. The chart includes institutional building activity which stabilized the City building activity in the 1990's with continued construction at UNI. FY16 was the highest year on record for building permits.

Year	Single Family Residential Permits	Residential Value	Commercial Value	Residential & Commercial Value	Total Permit Value
FY10	210	63,881,956	17,725,932	81,607,888	97,978,537
FY11	219	63,012,145	19,526,145	82,538,290	121,112,268
FY12	159	63,452,316	44,897,448	108,349,764	123,741,522
FY13	155	47,004,943	33,267,911	80,272,854	90,502,815
FY14	154	60,943,582	35,061,840	96,005,422	99,342,651
FY15	113	42,060,589	28,052,093	70,112,682	77,077,151
FY16	120	49,865,347	98,405,062	148,270,409	151,028,207
FY17	151	49,171,001	46,568,190	95,739,191	113,451,168
FY18	115	49,731,122	70,385,807	120,116,929	129,131,550
FY19	100	44,269,685	57,757,608	102,027,293	102,607,982
FY20	94	38,988,945	31,876,618	70,865,563	71,581,480

**Residential/Commercial Permit Value  
Cedar Falls, Iowa**

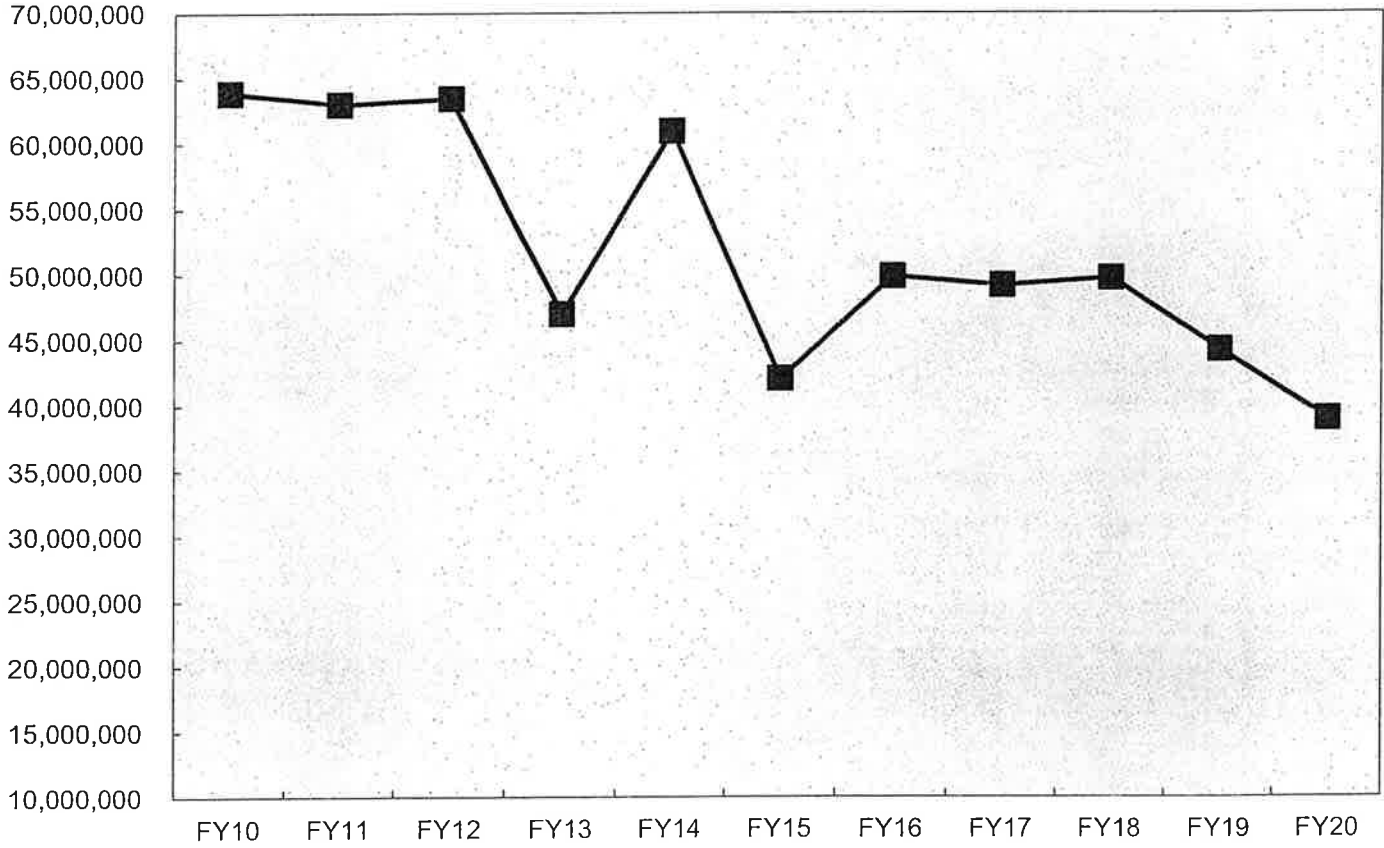


Year	Residential & Commercial Value
FY10	81,607,888
FY11	82,538,290
FY12	108,349,764
FY13	80,272,854
FY14	96,005,422
FY15	70,112,682
FY16	148,270,409
FY17	95,739,191
FY18	120,116,929
FY19	102,027,293
FY20	70,865,563

Commercial/Residential construction activity in Cedar Falls over the last ten years has grown. This growth is created by a strong service based economy, the stability of UNI, a large number of available lots and an attractive school system.

FY16 increase was due to several high value building projects including Unity Point Clinic, Pinicle Specialty Care, Western Home and Martin Brothers addition.

**Residential Permit Value  
Cedar Falls, Iowa**



Year	Residential Value
FY10	63,881,956
FY11	63,012,145
FY12	63,452,316
FY13	47,004,943
FY14	60,943,582
FY15	42,060,589
FY16	49,865,347
FY17	49,171,001
FY18	49,731,122
FY19	44,269,685
FY20	38,988,945

Residential housing development has continued to rise in Cedar Falls due to the presence of key growth areas in the Metro area.

The existence of basic infrastructure, low tax rates and a quality school system should continue this growth in future years.

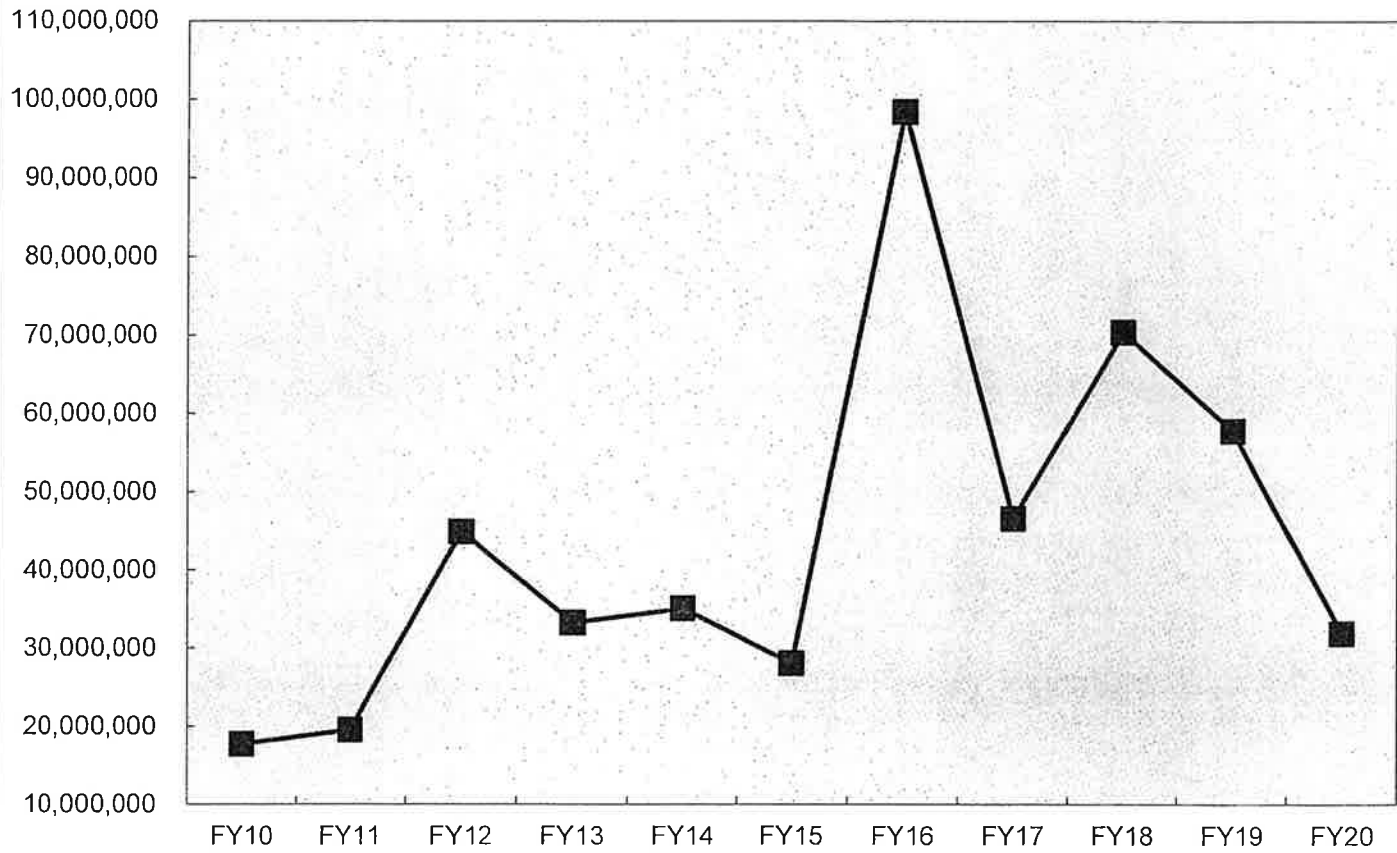
In future years maintaining a low tax rate will be critical to ensure that prospective homebuilders do not construct in the country or outlying small communities.





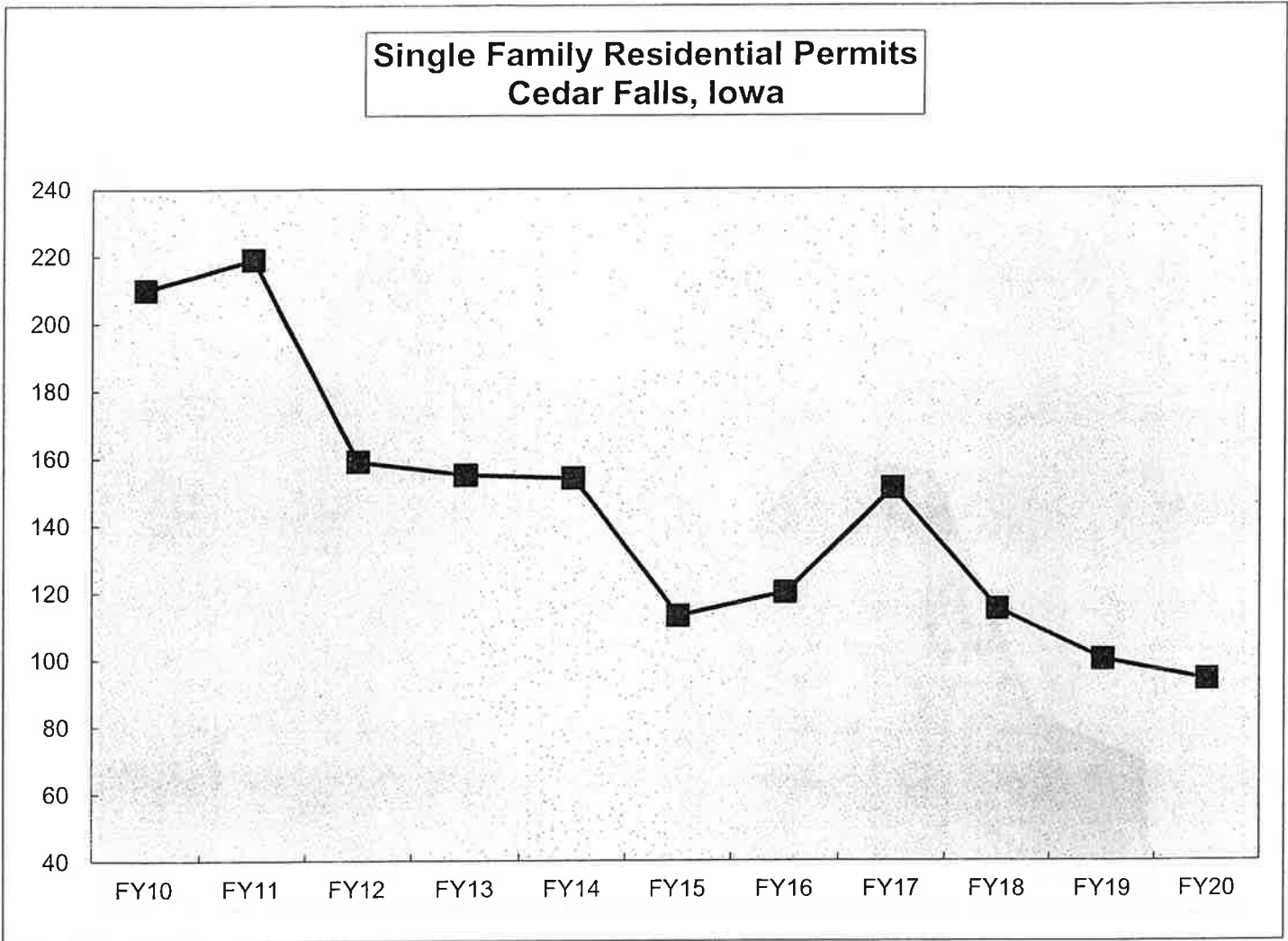


**Commercial Permit Value  
Cedar Falls, Iowa**



Year	Commercial Value
FY10	17,725,932
FY11	19,526,145
FY12	44,897,448
FY13	33,267,911
FY14	35,061,840
FY15	28,052,093
FY16	98,405,062
FY17	46,568,190
FY18	70,385,807
FY19	57,757,608
FY20	31,876,618

Commercial construction activity between FY10 and FY20 continues to be very strong in Cedar Falls. This is created by the availability of premium commercial sites, new roads, low interest rates, and a strong service based community.

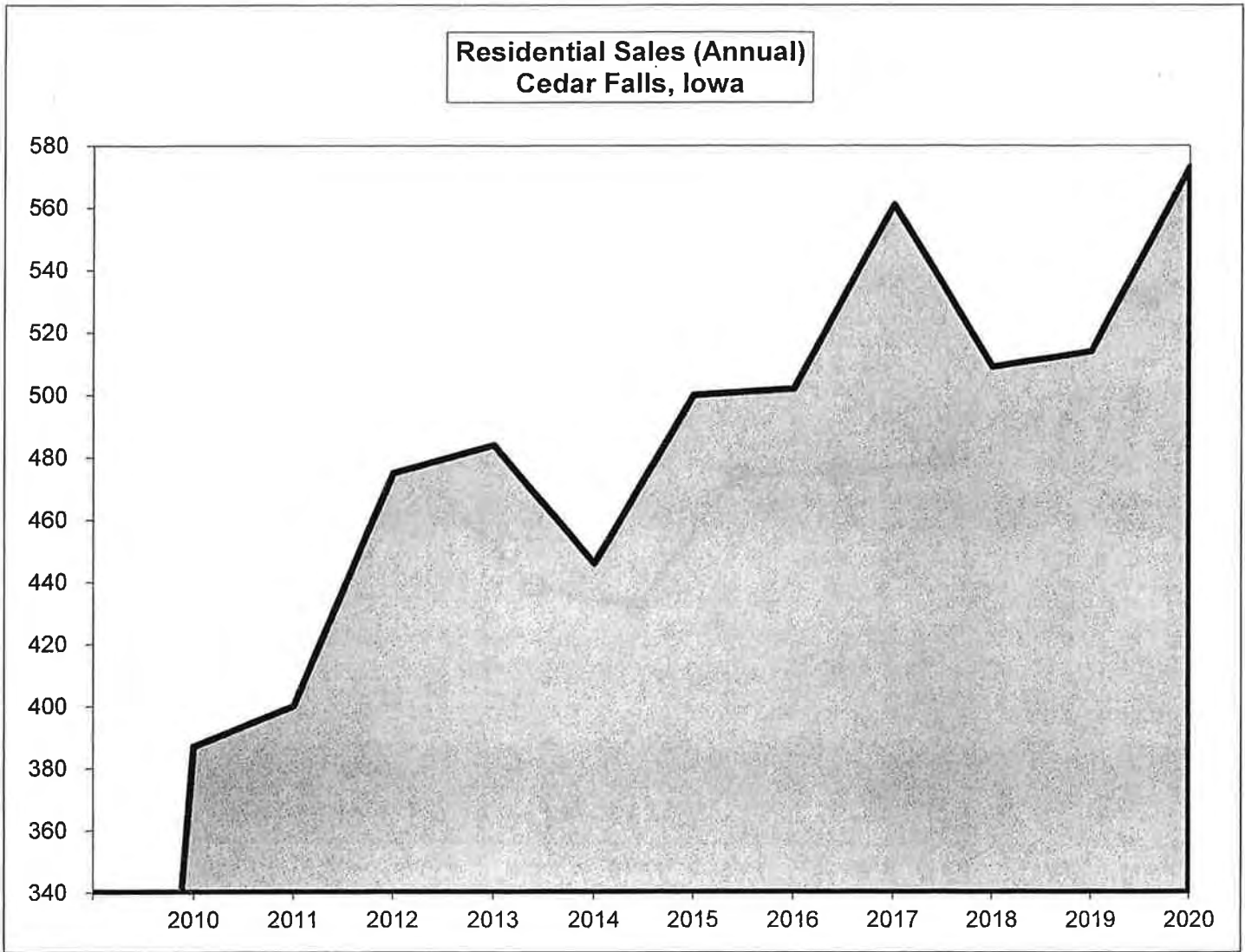


Year	Single Family Residential Permits
FY10	210
FY11	219
FY12	159
FY13	155
FY14	154
FY15	113
FY16	120
FY17	151
FY18	115
FY19	100
FY20	94

Single family construction is stongly driven by interest rates and the availability of quality lots. Cedar Falls had an abundance of property suitable for development over the past ten years

Development will depend on the national economy and interest rates.

Resale



Year	Single Family Sales
2010	387
2011	400
2012	475
2013	484
2014	446
2015	500
2016	502
2017	561
2018	509
2019	514
2020	573
Average	486

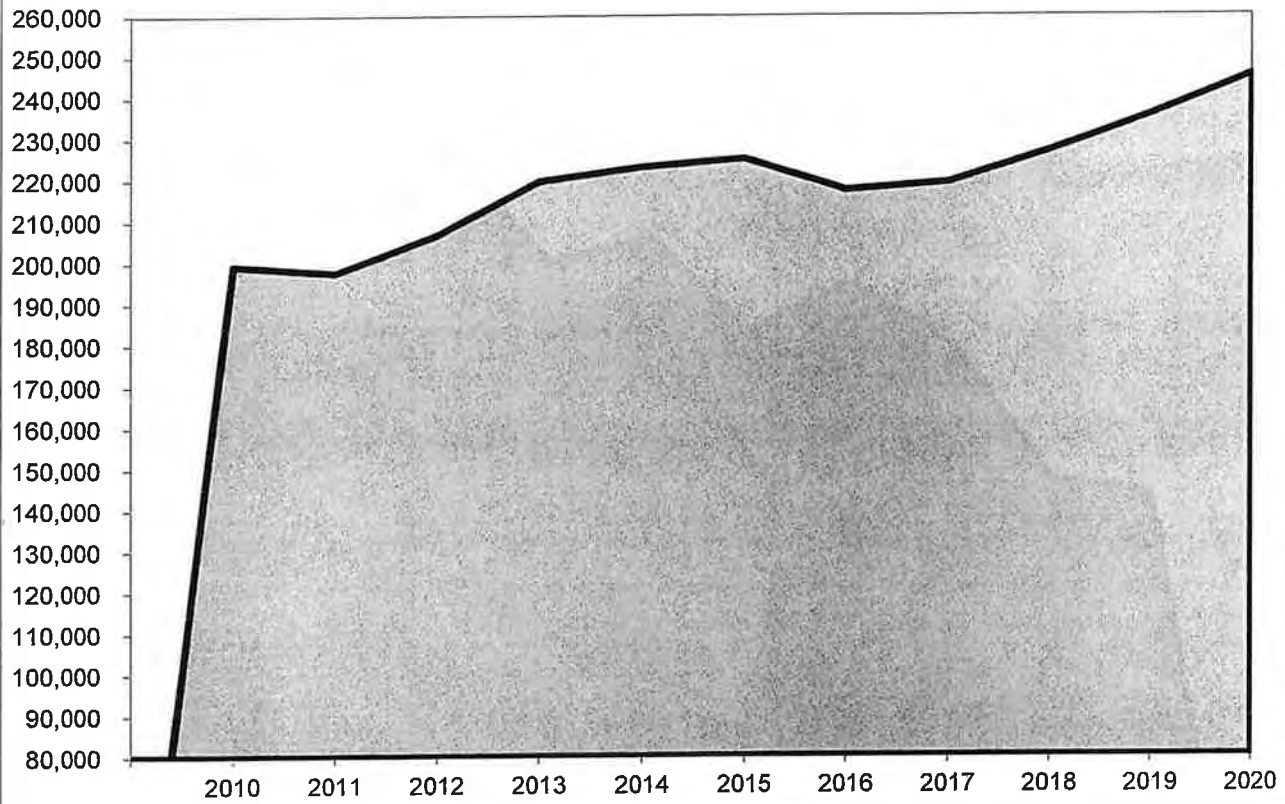
In 2010, residential property sales decreased dramatically and decreased again in 2014. However, FY17 saw a strong increase and FY20 had the highest year on record.

Caution should be taken by the City Council in levying taxes. Many new residential construction projects will seek the \$20.00 county tax rate versus the City \$32.00 rate within the Cedar Falls school district if taxes become too high.



Resale

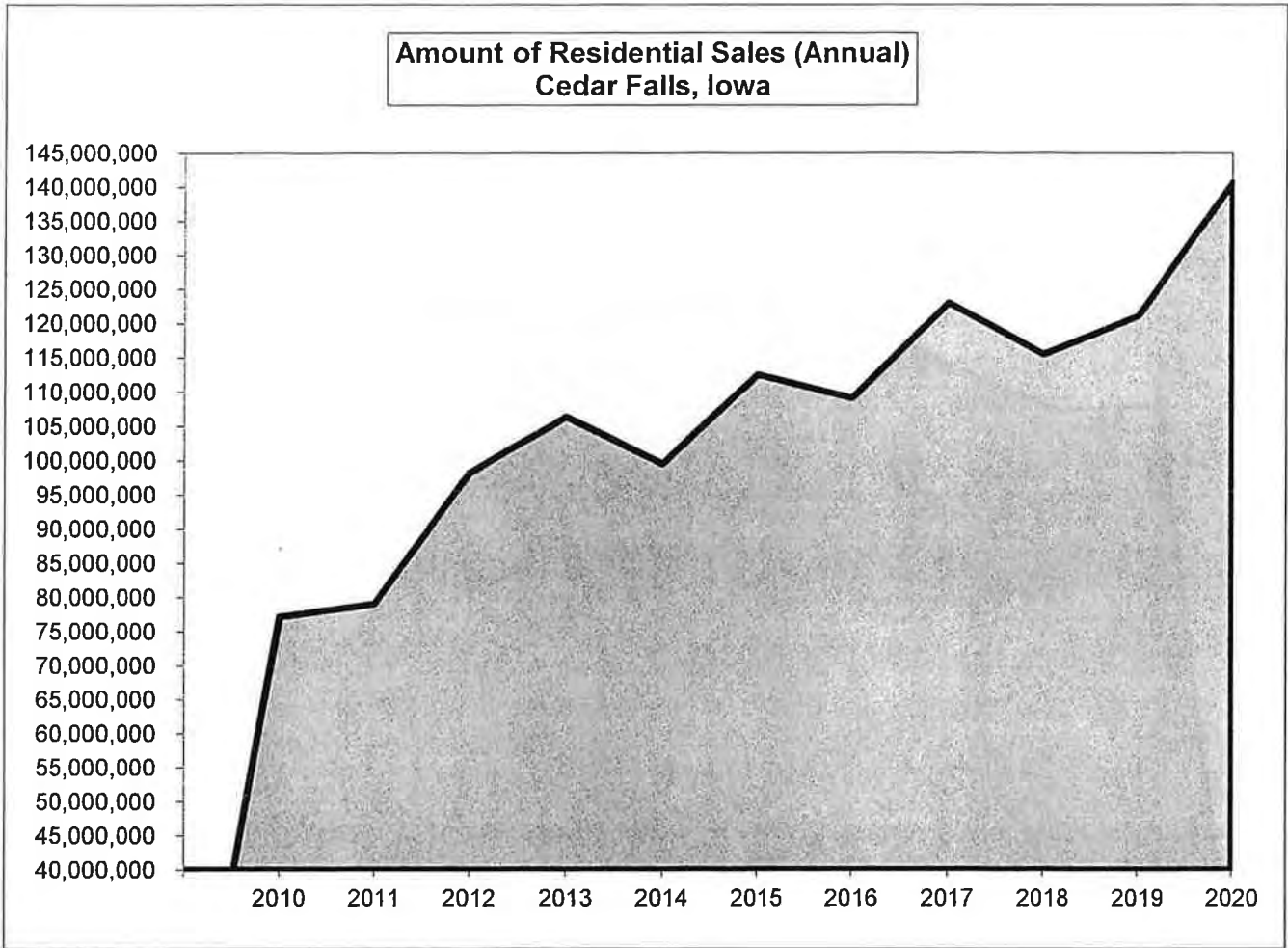
**Average Residential Sales Price (Annual)  
Cedar Falls, Iowa**



Year	Average Sales Price
2010	199,318
2011	197,576
2012	206,773
2013	219,746
2014	223,093
2015	225,048
2016	217,393
2017	219,263
2018	226,890
2019	235,621
2020	245,349
Average	219,643

The average sale price of residential properties in Cedar Falls has grown by 23% between 2010- 2020 from \$199,318 to \$245,349

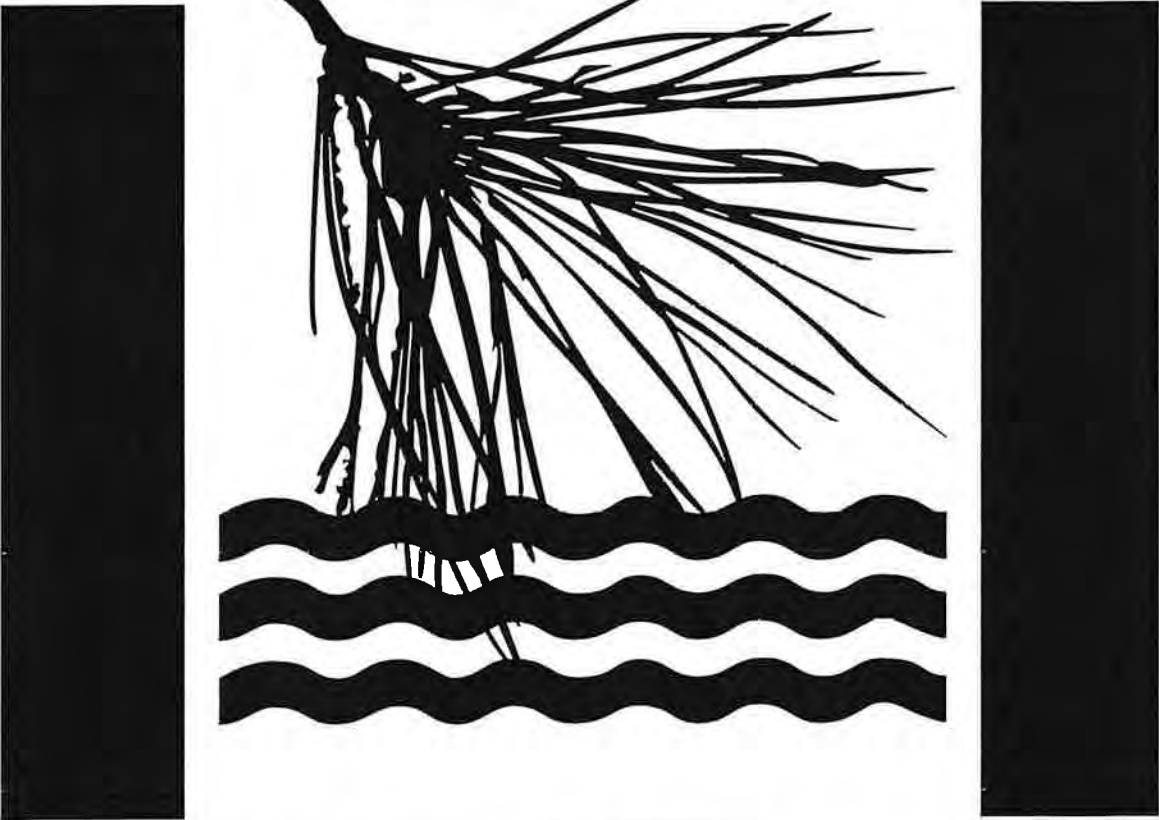
Resale



Year	Amount of Sales
2010	77,136,066
2011	79,030,400
2012	98,217,175
2013	106,357,064
2014	99,499,478
2015	112,524,000
2016	109,131,286
2017	123,006,543
2018	115,487,010
2019	121,109,194
2020	140,584,977
Average	\$107,462,108

The number of sales increased by 48% between 2010 and 2020, the total sales value of property increased by 82.26%. This clearly illustrates that the value of property in Cedar Falls continues to appreciate at a rapid rate.

C · E · D · A · R



F · A · L · L · S

*Towva*

**City of Cedar Falls, Iowa  
Principal Employers  
Current Year and Nine Years Ago**

Employees	2011		
	Number of Employees <sup>1</sup>	Rank	Percentage of Total City Employment
John Deere Product Engineer Center <sup>2</sup>	5,300	1	22.75%
Wheaton Franciscan Healthcare <sup>2</sup>	3,018	2	12.95%
University of Northern Iowa	1,850	3	7.94%
Hy-Vee Food Stores <sup>2</sup>	1,121	4	4.81%
Target Distribution	475	10	2.04%
CBE Groiup	--	--	--
Cedar Falls Community School District	652	7	2.80%
The Western Home	--	--	--
Area Education Agency 267	1,110	5	4.76%
Martin Brothers Distributing Co., Inc	--	--	--
Viking Pump Inc, Unit of Index Corp.	480	9	2.06%
City of Cedar Falls/Municipal Utilities	533	8	2.29%
Wal-Mart Super Center <sup>2</sup>	755	6	3.24%
<b>Total</b>	<b>15,294</b>		<b>65.64%</b>

Source: Cedar Valley Alliance website

<sup>1</sup> Number of employees includes all full-time, part-time and seasonal employees.

<sup>2</sup> Number of employees includes multiple locations in both Cedar Falls and Waterloo.



2020		
<u>Number of Employees<sup>1</sup></u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>
5,500	1	23.21%
2,893	2	12.21%
1,819	3	7.68%
1,719	4	7.25%
950	5	4.01%
900	6	3.80%
752	7	3.17%
668	8	2.82%
605	9	2.55%
600	10	2.53%
--	--	--
--	--	--
--	--	--
16,406		69.22%

## City of Cedar Falls, Iowa

Date of Incorporation	1854
Form of Government	Council/Mayor with City Administrator
Area	28.9 Square Miles
Population (from 2010 Census)	39,260

### Cultural and Recreation

Hearst Center for the Arts	1	Swimming Pools	3
Parks	35	Softball Fields	9
Park Acreage	1,148	Baseball Fields	2
Golf Courses	2	Tennis Courts	6
Recreation Center	1	Library	1
		Pickleball Courts	8

### Police Protection

Number of Patrol Units	11
Physical Arrests	345
Traffic Violations	2,624
Parking Violations	10,948
Vehicle Immobilizations	174

### Fire Protection

Fire Units	9
Number of Calls	2,079
Inspectors	1
Inspections Conducted	1,167

### Sewage System

Miles of Sanitary Sewers	194.15
Miles of Storm Sewers	189.04
Number of Treatment Plants	1
Number of Service Connectors	13,233
Daily Average Treatment in gallons	5.7 million
Maximum Daily Capacity of Treatment Plant in Gallons	21.6 million

### Water System

Miles of Water Mains	211.51
Number of Service Connections	12,590
Number of City Owned Fire Hydrants	2,270
Daily Average Consumption in Gallons	3,121,000 gallons/day
Maximum Daily Capacity of Plant in Gallons	23,400,000 gallons/day

Street System
---------------

Miles of Streets	222 miles
Number of Street Lights	3,346

Hospital
----------

Hospital	1
Patient Beds	101

Cemeteries
------------

City Cemeteries	3
Cemetery Acreage	56.9

Education
-----------

Public School Enrollment – Certified	5,541
Number of Elementary Public Schools	7
Number of Elementary Public School Instructors-CF	250
Number of Secondary Public Schools	3
Number of Secondary Public School Instructors-CF	206
Number of Universities/Colleges	3

Demographics <sup>1</sup>
---------------------------

Population, estimate	39,260
14 or younger	14.4%
15 – 24 years	32.6%
25 – 44 years	20.5%
45 – 64 years	20.1%
65+ years	12.4%
Males	48.1%
Females	51.9%
Urban	94.1%
Rural	5.9%
Average Size of Household	2.37 people
Black Hawk County Birth Rate per 1,000 for 2002	12.6
Black Hawk County Death Rate per 1,000 for 2002	8.8

<sup>1</sup> 2010 Census Information from [www.seta.iastate.edu/census](http://www.seta.iastate.edu/census)

## GLOSSARY

**Accrual Accounting** - A basis of accounting in which revenues and expenses are recorded at the time they are incurred, instead of when cash is actually received or disbursed (see funds). For example, in accrual accounting, revenue earned between June 1 and June 30, but for which payment was not received until July 12, is recorded as earned on June 30, rather than on July 12.

**Appropriation** - A legally authorized expenditure or group of expenditures, granted by a legislative body, for a specific purpose or purposes.

**Assessed Valuation** - A value established for real property for use as a basis for levying property taxes.

**Asset** - Resource held by a government that has a monetary value.

**Balanced Budget** - Occurs when planned expenditures equal anticipated revenues.

**Bond Funds** - Resources derived from issuance of bonds for specific purposes and related Federal project grants used to finance capital expenditures.

**Bond Rating** - A rating (made by an established bond rating company) from a schedule of grades indicating the probability of timely repayment of principal and interest on bonds issued. Cedar Falls has an Aaa rating from Moody's Investor Services.

**Bonds** - Bonds are issued to finance long-term debt, which is usually incurred for capital items and projects. A bond is a written promise to pay a sum of money at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a special rate. The most common types of bonds are general obligation and revenue.

General Obligation Bonds are backed by the full faith and credit of the City. General Obligation Bonds are repaid with funds received from property taxes through the debt service levy or with other available funds such as abating Enterprise Fund revenues. Voters, as defined by State law, must approve General Obligation Bonds for nonessential items, before they can be issued.

Revenue Bonds are issued by Enterprise Fund projects. The principal and interest on these bonds are payable exclusively from the earnings/revenue of the Enterprise Fund.

**Budget** - A financial plan for a specific time period that estimates the expenditures and the means of financing those expenditures which are associated with all services and functions performed by the City.

**Budget Calendar** - The schedule of key dates or milestones, which the City follows in the preparation and adoption of the budget.

**Budget Document (Program and Financial Plan)** - The official written statement prepared by the City staff reflecting the decisions made by the Council in their budget deliberations.

**Capital Improvements Program (CIP)** - A legislative and management tool used to assist in the scheduling, planning and execution of a series of capital improvements over a five year period. The CIP is updated annually. It sets forth the estimated expenditures by year and specifies the resources estimated to be available to finance the project expenditures.



**Capital Improvements Projects** - The specific projects that make up the Capital Improvements Program. The projects involve construction, purchase, or renovation of city facilities or property. They are generally nonrecurring major improvements to the City's physical plant, which necessitate long-term financing and are permanent in nature.

**Capital Outlay** - Expenditures for fixed assets, such as equipment, remodeling, minor building improvements, and vehicles, that are funded from the operating budget. Since long-term financing is not necessary and expenditures of this type are of such recurring character, these items are not part of the Capital Improvements Program.

**Capital Projects Funds** - These funds account for the financial resources to be used for the acquisition and/or construction of major facilities (usually over \$25,000), other than those financed by proprietary funds. Each year the City appropriates money for the work to be completed that fiscal year; fund balances are designated for the completion of the projects over a period of years. Examples are fire stations, streets, water and sewer lines, etc. These funds use the modified accrual basis of accounting. Revenues are recognized in Capital Projects Funds when they become measurable and available to finance expenditures for the current period (such as when bonds are sold). Expenditures are recognized when the related liability is incurred.

**CFU (Cedar Falls Utilities)** – A municipally owned utility that provides electric, gas, water, and communication services.

**Commodities** - Items or supplies needed for routine maintenance and operations. They include cleaning, maintenance and

office supplies, repair materials, minor equipment, and tools.

**Contingency** - Expenditure category used for budget purposes only. The amount is an allowance for either unexpected costs or unforeseeable price variances during the budget year.

**Debt Service** - The fund that accounts for the payment of interest and principal on all General Obligation debt, Special Assessments and revenue debt issued for a governmental enterprise.

**Department** - A major administrative division of the City, which indicates overall management responsibility for an operation, or a group of related operations within a functional area. A department usually has more than one division and may have more than one fund.

**Direct Revenues** - Revenues earned by a specific General Fund division in the course of performing their assigned duties.

**Division** - Departments are divided into divisions, which are functioning work groups with specific work responsibilities.

**Enterprise Fund** - Those funds established to finance and account for acquisition, operation and maintenance of governmental operations, which are predominantly self-supporting, by user charges. Such operations must be run in a manner similar to private business. Examples are the Sewer Utility and Refuse Funds.

**Expenditures** - Cost of goods delivered on services rendered whether paid or unpaid.

**Fiscal Year** - A 12-month time period in which financial transactions are recorded. In Iowa, the fiscal year begins July 1 and ends the following June 30.

**Fixed Assets** - Assets of a long-term character, which are intended to be held or used, such as land, buildings, machinery, furniture and other equipment.

**Full-Time Equivalent Position (F.T.E.)** - A part-time position converted to the decimal equivalent of a full-time position based on 2,080 hours per year. For example a seasonal employee working for four months, or 690 hours, would be equivalent to .3 of a full-time position.

**Fund** - An accounting term referring to a group of accounts recording all financial resources together with corresponding liabilities, which has a distinct balance and is used to segregate specific activities and functions from those of other groups of accounts.

**Fund Balance** - The balance that remains in a fund on a given date after all expenditures have been made. This balance shows the fund equity.

**GAAP** - (Generally Accepted Accounting Principles) Accounting principles that are commonly used in preparing financial statements and generally accepted by the readers of those statements.

**GASB** - (Government Accounting Standards Board) They are the authoritative source of GAAP for state and local government.

**General Fund** - The fund used to account for all financial resources and liabilities that are not required to be accounted for in another fund.

**General Obligation Bonds** - Bonds backed by the full faith and credit of the issuing government. Repayment of these bonds is based on the government's ability to tax its residents for such purposes.

**General Revenues** - Are revenues deposited in the General Fund and shared he General Fund divisions.

**Goal** - A statement of broad direction, purpose or intent based on the needs of the community. A goal is general and timeless; that is, it is not concerned with a specific achievement in a given time period.

**Interfund Transfers** - A transfer from a fund receiving the revenue, to a fund through which the authorized expenditure is to be made. An example would be a transfer of revenue from the Street Construction Fund (Road Use Taxes) to the Debt Service Fund to pay street repair bonds.

**Internal Service Funds** - Those funds used to account for the financing of goods or services provided by one City department to others on a cost reimbursement basis.

**IPERS (Iowa Public Retirement System)** - State of Iowa pension system for all public entity employees.

**Levy** - The amount of taxes, assessments or service charges imposed by a government. The maximum General Fund property tax levy allowed in Iowa is \$8.10 per \$1,000 of assessed valuation. Other levies may be imposed in addition to this.

**Liabilities** - Debts or other legal obligations arising out of transactions in the past, which must be liquidated, renewed, or refunded at some future date. This term does not include encumbrances.

**Local Option Sales Tax** - A tax approved by a majority of the City's registered voters, which collects revenue according to a percentage of the value of goods and services delivered within the corporate limits. In Cedar Falls, the Local Option Sales Tax applies to those goods and services to which the State of Iowa sales tax applies. 100% of the Local Option Sales Tax revenues must be committed to street repair activities.

**MFPRSI (Municipal Fire and Police Retirement System)** – State of Iowa pension system for fire and police personnel.

**Modified Accrual** - The basis of accounting for the City. Under this system, expenditures are recognized when encumbered, and revenues are recognized when they are collected.

**Objective** - A statement of specific direction, purpose or intent to be accomplished by staff within a program.

**Operating Budget** - The City's financial plan that outlines proposed expenditures for the coming fiscal year and estimates the revenues which will be used to finance them.

**Operating Expenses** - Those expenses from a **fund** that are directly related to accomplishing the fund's primary functions. Payroll would be one example of an operating expense.

**Other Post-Employment Benefits (OPEB)** – All types of post-employment benefits not offered as an integral part of a pension plan, as well as all forms of post-employment health care

**Performance Measures** - Accomplishments of a particular activity in relation to desired standards, workload, effectiveness and efficiency. These measures must be meaningful to the

tasks of the activity involved, and verifiable.

**Personal Services** - A General Fund expenditure category that includes all wages and benefits paid to employees.

**Post-Employment Benefits** – Payments made directly to former employees or their beneficiaries, or to third parties on their behalf as compensation for services rendered while they were still active employees.

**Program** - An organized set of related work activities, which are directed toward accomplishing a common goal. Each City department is usually responsible for a number of related service programs.

**Property Taxes** - Taxes paid by those owning property in the City.

**Public Safety Officer (PSO)** – Officers who are trained in both police and fire protection services.

**Refunding** - The issuance of long term debt in exchange for, or to provide funds for, the retirement of long-term debt already outstanding. Refunding is essentially the "refinancing" of long-term debt.

**Reserves** - An account used to earmark a fund balance or a portion of a fund balance for a specific use. A reserve may be established formally by ordinance or resolution or informally by administrative action.

**Revenue** - Income derived from taxes, fees, grants and charges. In the broader sense, "revenue" refers to all government income, regardless of source, to fund services.

**Revenue Bonds** - Bonds that are repaid in both principal and interest from the earnings of an Enterprise Fund operation.

**Risk Management** - The identification and control of risk and liabilities incurred by a local government to conserve resources from accidental loss.

**Services and Charges** - A category of expenditures used for the purchase of services provided by individuals, businesses or agencies that are not in the direct employ of the City.

**Special Assessment** - A tax levied against a property owner to offset all or part of the cost of public capital improvements, which are deemed to benefit that particular property. Special assessments are commonly used to finance improvement projects such as street construction, sidewalk construction, or installation of sewer lines. Special assessments are levied in addition to regular property taxes.

**Special Revenue Funds** - Special Revenue Funds are used to account for resources that are subject to certain legal spending restrictions. They are created when a resolution, statute or ordinance requires that specific taxes or special revenue sources are to be used to finance a particular activity.

**SSMID (Self Supporting Municipal Improvement District)** - A self imposed tax voted on by an established district.

**State Backfill** – Funding from the state that will help offset the loss in property tax revenue due to legislative reform.

**Subsidy** - Financial aid given to a governmental unit by another governmental unit.

**Tax Rate** - The amount of tax stated in terms of a unit of the tax base, for example, dollars per \$1,000 of assessed valuation.

**TIF (Tax Increment Financing)** Reallocates property tax revenues resulting from an increase in taxable

valuation above a base valuation figure within a tax increment area established by the city.

**Tort Liability** - A tort is a wrong against an individual or property that is neither a crime nor a violation of a contract. A court could find the City liable or responsible when a tort occurs on City property, as a result of the actions of a City employee, or the function of a City operated activity. The City levies a special tax to purchase tort liability and to cover the cost of tort damages for which the City is found responsible.

**Transfers** - Financial transactions that occur between City funds.

**Trust and Agency** - Funds used to account for monies held by the City in a trustee, custodial or agent capacity for the City's pension and retirement funds and for other entities such as other governmental units.

**UNI (University of Northern Iowa)** - A state sponsored university of approximately 10,500 students located in Cedar Falls.

**User Charges** - The payment of a fee for direct receipt of a public service by the party benefiting from the service.

**Valuation** - The official value established for various properties, within set State guidelines, for taxation purposes. The assessed valuation of property is that portion of the property's value upon which taxes are levied.

**411** – See MFPRSI



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert Green and City Council

**FROM:** Matt Feuerhelm, PE, Principal Engineer

**DATE:** January 15, 2021

**SUBJECT:** 2021 Sanitary Sewer Rehabilitation Project  
Project No. SA-000-3253  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Sanitary Sewer Rehabilitation Project.

We recommend setting Monday, February 15<sup>th</sup>, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, February 23<sup>rd</sup>, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by February 2, 2021. The Plans and Specifications will be ready for distribution to contractors on February 2, 2021 allowing three (3) weeks of review before contract letting.

This project involves furnishing and installing a cured in place liner within existing 8-inch, 10-inch, and 12-inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 6,691 feet of cured-in-place lining and 135 service tap reconnection and grouting, along with associated work.

The total estimated cost for the construction of this project is \$242,000.00. The project will be funded by the Sanitary Sewer Rental Fund.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

# PROJECT SPECIFICATIONS FOR 2021 SANITARY SEWER REHABILITATION PROJECT

PROJECT No. SA – 000 - 3253

Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p>_____ Date: _____ Matthew J. Feuerhelm, P.E. Iowa License No. 21301 My license renewal date is December 31, 2021</p> <p>Pages or sheets covered by this seal: ALL</p>

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**DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the most current edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

This “Standard Specification” is amended by the most current version of the City of Cedar Falls’ Supplemental Specifications to the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

**DIVISION 4 – Supplemental Plans and Specifications**

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**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE  
2021 SANITARY SEWER REHABILITATION PROJECT  
IN THE CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the 2021 Sanitary Sewer Rehabilitation Project in said City at 7:00 p.m. on the 15<sup>th</sup> day of February, 2021, said meeting to be held in the Council Chambers in the City Hall in said City.

Said Plans, Specifications, and Form of Contract are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications or Contract or the cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

## NOTICE TO BIDDERS 2021 SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF CEDAR FALLS, IOWA

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 23<sup>rd</sup> day of February, 2021.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00 p.m. on the 23<sup>rd</sup> day of February, 2021 at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 1st day of March, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within eight (8) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project.

Bid Security: Bidders shall provide a bid security in the amount defined in the Instructions to Bidders-Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://www.questcdn.com).

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questcdn.com](http://www.questcdn.com). This contract is QuestCDN project number **7497795**. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click the online bid button at the top of the bid advertisement page. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Matthew Tolan, E.I.  
City of Cedar Falls Engineering Division  
220 Clay Street  
Cedar Falls, IA 50613  
matthew.tolan@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

Plans, specifications, and Form of Proposal blanks may be obtained from the Water Reclamation Manager’s Office, 501 East 4<sup>th</sup> Street, Cedar Falls, Iowa. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

Project Description: This work shall consist of furnishing and installing a cured in place liner within existing 8-inch, 10-inch, and 12-inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 6,691 feet and 135 service taps. A complete list of sewers to be rehabilitated and TV inspection reports for most lines are available. Contractors may wish to perform their own evaluation prior to the bid.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_  
Jacqueline Danielsen, CMC,  
City Clerk

## **DIVISION I – Instruction to Bidders**

The work comprising the 2021 Sanitary Sewer Rehabilitation Project shall be constructed in accordance with the current edition of the Iowa “SUDAS” and as further modified by the most current City of Cedar Falls’ Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly.

### **01 Definition & Terms**

*Add the following to Standard Specification Section 1010 – 1.03:*

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Project Manager: The Water Reclamation Manager of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 Sanitary Sewer Rehabilitation Project; Project No. SA – 000 – 3253

### **02 Qualification of the Bidder**

*Add the following to Standard Specification Section 1020 – 1.01:*

To demonstrate bidder’s qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder’s place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder’s performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of



projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

### **03 Contents of the Proposal Forms**

*Add the following to Standard Specification Section 1020 – 1.02:*

Plans, specifications, and proposal forms may be obtained from the office of the Water Reclamation Manager's Office, 501 East 4<sup>th</sup> Street, Cedar Falls, Iowa. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

### **04 Taxes**

*Add the following to Standard Specification Section 1020 – 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

### **05 Submission of the Proposal, Identity of Bidder & Bid Security**

*Add the following to Standard Specification Section 1020 – 1.12:*

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid

bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

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

Proposal for: 2021 Sanitary Sewer Rehabilitation Project  
Project No. SA – 000 – 3253

**FORM OF PROPOSAL  
2021 SANITARY SEWER REHABILITATION PROJECT  
CITY OF CEDAR FALLS, IOWA  
PROJECT NO. SA – 000 – 3253**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 SANITARY SEWER REHABILITATION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Units	Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	Pipe Lining, 8 Inch	Linear Feet	5284				
2	Pipe Lining, 10 Inch	Linear Feet	716				
3	Pipe Lining, 12 Inch	Linear Feet	691				
4	Building Sanitary Sewer Service Reconnection	Each	135				
5	Grouting Service Laterals	Each	135				
6	Mobilization	Each	1				
Total Bid							

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

\_\_\_\_\_

By \_\_\_\_\_

Official Address \_\_\_\_\_

Title \_\_\_\_\_



**BID BOND**  
**PROJECT NO. SA – 000 – 3253**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In  
the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_.

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 \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness By \_\_\_\_\_ Attorney-in-fact

**Bidder Status Form**

**To be completed by all bidders Part A**

Please answer "Yes" or "No" for each of the following:

Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*

Yes  No My company has an office to transact business in Iowa.

Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
 \_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
 \_\_\_\_\_  
 \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.**  
**This form has been approved by the Iowa Labor Commissioner.**  
 309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14





## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2021 SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA – 000 – 3253 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 15<sup>th</sup> day of February, 2021 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 2021 SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond

- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

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 City of Cedar Falls

Attest: \_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

## **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the “SUDAS” Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

### **01 Award of Contract**

*Add the following to Standard Specification Section 1030 – 1.03:*

The lowest responsive bidder will be required to furnish a performance, payment, and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

### **02 Availability of Site**

*Add the following to Standard Specification Section 1050 – 1.04:*

During construction of this project, the Contractor will be required to coordinate all work operations with the Department of Public Works, City project contractors, and / or others involved with, but not limited to, the following events:

- 1) Public Works garbage collection operations
- 2) Street Restoration - 2021
- 3) Street Reconstruction – 2021
- 4) Cedar Falls Util. Co. electrical, communications, gas & water main projects
- 5) 2021 Public Sidewalk & Patching Project
- 6) College Hill Arts Festival – June 2021
- 7) Sturgis Falls Celebration – June 25-27, 2021

### **03 Subletting or Assignment of Contract**

*Add the following to Standard Specification Section 1080 – 1.01:*

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. An item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

## **04 Contract Time**

*Add the following to Standard Specification Section 1080 – 1.02:*

The work under the proposed contract shall commence within eight (8) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project.

Completion date: All work under the contract shall be completed by December 1, 2021.

## **05 Weekly Record of Working Days**

*Add the following to Standard Specification Section 1080 – 1.06:*

Work shall not begin before 7:00 a.m. daily.

## **06 Progress Payments**

*Add the following to Standard Specification Section 1090 – 1.01:*

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

## **07 Pollution Prevention Plan**

Not applicable to this project.



**08 METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 SANITARY SEWER REHABILITATION PROJECT in accordance with the current edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) for public improvements and as further modified by the most current City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

**Item No. 4 – Grouting Service Laterals**

The number of grouting service laterals will be measured on a per each location basis.

**09 BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the current edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the most current City of Cedar Falls' Supplemental Specifications to the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

**Item No. 4 – Grouting Service Laterals**

The Contractor will be paid the contract unit price per each measured.

## DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2021 SANITARY SEWER REHABILITATION PROJECT in accordance with the current edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the most current City of Cedar Falls' Supplemental Specifications to the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

### **Item No. 1-2 – Pipe Lining, 8-inch, 10-inch, and 12-inch**

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. The bypassing of sewage shall be incidental the bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

Resin-Impregnated Tube for Cured-in-place pipe (CIPP) Lining shall be used per SUDAS Section 4050 2.05.

Water-tight end seals are required. Sealing is incidental to lining. The Contractor is responsible for using one or more of the following methods to achieve a water tight seal at both ends of the liner:

1. Install gasketed stainless steel bands (LMK or pre-approved equal) inside each end of the host pipe prior to lining. This method shall be the only acceptable method for pipes 18" or larger in diameter, or those subject to hydrostatic pressure (ground water table) at any time of the year.
2. Apply a hydrophilic sealing material (Hydrotite or pre-approved equal) 360 degrees inside the circumference of the host pipe at each end.
3. Chemical pressure grout between the exterior of the pipe and annulus of the liner after lining at the manhole.

The Contractor shall provide liner "coupon" specimens for testing to the Owner after installation. The Owner will pay all expenses for the testing of these specimens. The cost of retests made necessary by the failure of the samples of specimens to meet the specified requirements shall be paid for by the Contractor. Any liner installed failing this test shall be replaced at the Contractor's expense.

The Contractor shall furnish a general purpose felt/unsaturated polyester resin and catalyst system that meets ASTM Test Procedures D-638 and D-790 and the finished formed physical strengths specified herein. The Formed liner shall conform to the minimum structural standards as listed below:

Physical Characteristics	Test Procedure	Pipe Material Felt/Resin
Tensile Strength	ASTM D-638	3000 psi
Tensile Modulus	ASTM D-638	300000 psi

If, due to broken or offset pipe at the manhole wall, the pipe liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner pipe material.

After insertion is completed, the Contractor shall supply suitable heat source equipment. The equipment shall be capable of delivering the appropriate heat source through the lining section to uniformly raise the temperature to effect forming of the cured-in-place liner. This temperature shall be determined by the system employed.

Any steam for processing shall utilize monitoring methods and forming period as recommended by the liner manufacturer. If water is utilized, the water temperature in the line during the forming period shall be as recommended by the liner manufacturer.

If the liner fails to form, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed without additional cost to Owner.

Any defects which will affect in the foreseeable future or warranty period, the integrity or strength of the liner pipe shall be repaired at the Contractor's expense. Allowance shall be given for excess pipe (rib) when the cross-sectional area has been reduced due to offset joints, partial collapse, out of round sections, etc.

**Item No. 3 – Building Sanitary Sewer Service Reconnection**

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

After the pipe liner has been formed in place, the Contractor shall reconnect the existing active service connections as designated by the Owner. This shall be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connections to not less than 90 percent capacity. The CCTV inspection of the formed liner shall show a "dimple effect", which is an indication that there is a tight fit of the liner against the host pipe. If this is not the case, the liner must be reprocessed until there is a good definition of a "dimple" at the service connection, before reconnecting the service connection.

#### **Item No. 4 – Grouting of Service Lines**

Chemical grouting equipment shall consist of a closed circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and lateral connection sealing packers for the various sizes of sewer pipes.

Grout packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The same equipment shall be used for both testing and sealing sewer lateral connections. The packer shall contain a lateral sealing inversion tube. This tube should be designed to accommodate two sizes of laterals, 4" and 6" diameters. The inversion tubes are one length to facilitate sealing of approximately 2' of the lateral.

Sewer main shall be televised before service line is grouted; testing of grouted service will also be televised.

The chemical grout shall be a type which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled, and unopened containers. Grouts shall be Acrylic base gel chemical sealing material – Avanti AV-100 or equal.

Laterals shall be air tested by isolating the area to be tested with the packer and applying positive pressure into the isolated "void" area. The test procedure will consist of applying air pressure into each isolated void area. The packer ends will be inflated to isolate the lateral and insert and inflatable inversion tube. The lateral shall be tested with a gauge pressure of one-half (1/2) p.s.i. per foot of depth of sewer or a minimum of four (4) p.s.i., whichever is larger. The void pressure will be observed during this test for a minimum of 10 seconds. If the void pressure drop is greater than 1 psi in 10 seconds, the lateral is considered to have failed the air test. If no pressure can be built up, the connection will also have failed the test. Any connection failing the test shall be sealed and retested utilizing the same method and procedures until it does pass the test. The cost of retesting lateral connections shall be considered incidental and included in the cost of sealing sanitary sewer lateral connection.



## FY 2021 Rehabilitation (Lining) List

(In Alphabetical Order by size)

Video ID#	Street	Length	Taps	Description	Line Size (in)
1	Brookside Dr	356	6	Off Four Winds behind 3825 Hudson Road MH 2642 (7'11") to MH 2381 (8'7")	8"
2	Brookside Dr	259	5	Off Brookside Drive, behind 3801 Hudson Road, MH 2381 (8'7") to MH 2150 (7'5")	8"
3	Clay St	330	8	600 BIK, MH 3204 (9'10") to MH 3203 (8'3")	8"
4	Cypress Ave	218	7	2200 BIK, MH 2012 (9'2") deadend at 2209 Cypress to MH 2013 (9'6") at 2225 Cypress	8"
5	Cypress Ave	213	3	2300 BIK, MH 2013 (9'6") at 2225 Cypress to MH 2038 (8'3") at Cypress and Western -protruding tap	8"
6	Division St (North)	143	2	300 BIK. MH 1207 (9'5") to MH 1211 (9'8").	8"
7	Francis St (North)	133	1	200 BIK. MH 1203 (7'2") to MH 1204 (11'6").	8"
8	Francis St (North)	204	4	300 BIK, MH 1202 (8'3") to MH 1204 (11'6")	8"
9	Forrest Rd	350	6	500 BIK, MH 1579 (12'2") to MH 1580 (9'7").	8"
10	Forrest Rd	360	4	500 BIK, MH 1580 (9'7") to MH 1585 (7') -MH 1585	8"
11	Iowa St	323	11	900 BIK, MH 3068 (8'10") to MH 2817 (8'9")	8"
12	Iowa St	263	9	1000 BIK, MH 3069 ( ) to MH 3068 (8'10")	8"
13	Iowa St	160	5	2300 BIK, MH 401 (23') to MH 2857 (19').	8"
14	Maple St	272	7	1000 BIK, MH 1985 (7'7") to MH 1986 (8'3")	8"
15	Maple St	271	4	900 BIK, MH 1986 (8'3") to MH 2212 (14'2")	8"
16	Olive St	335	8	800 BIK, MH 2822 (8'1") to MH 2823 (8'5")	8"

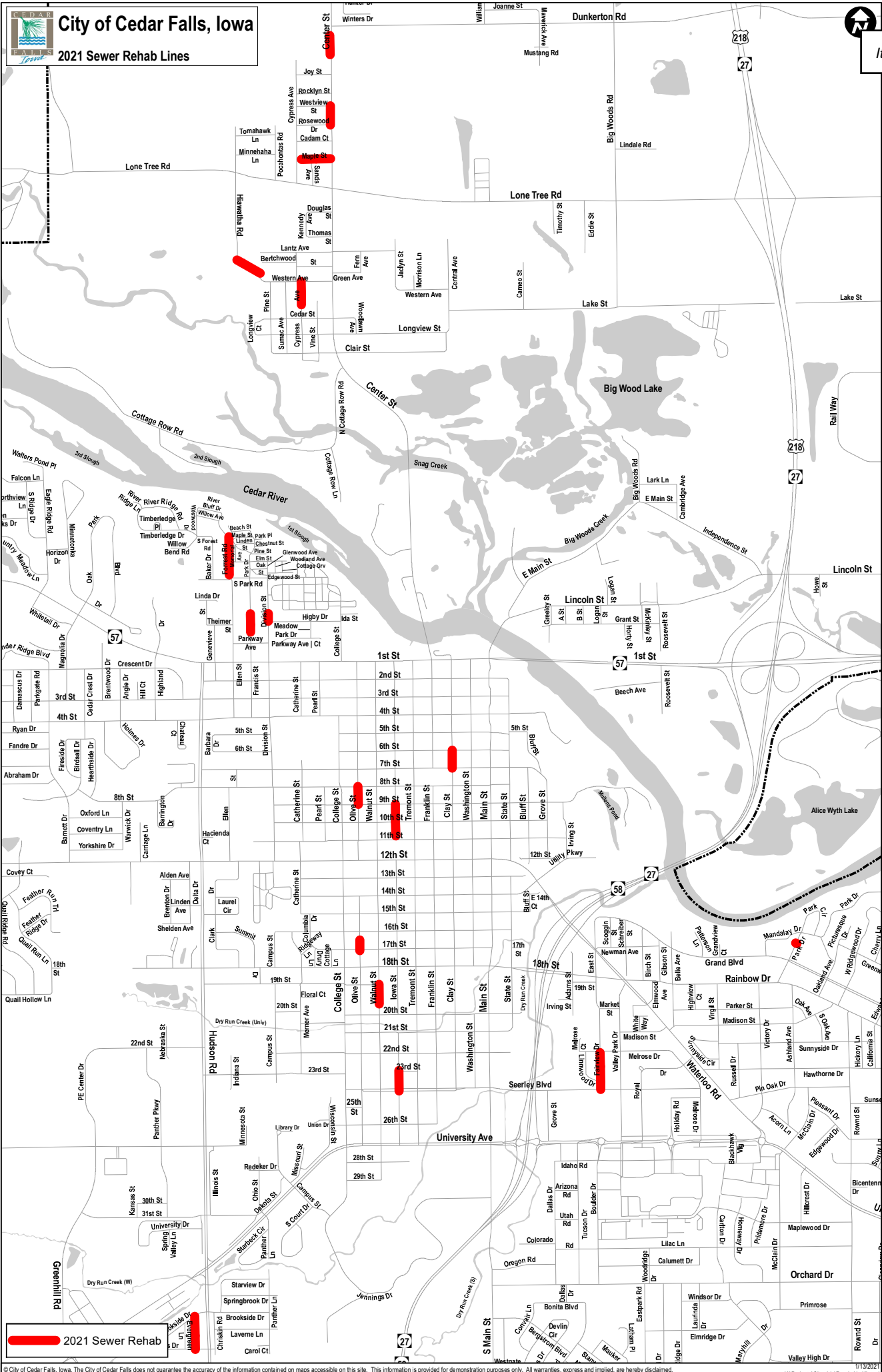
17	Olive St	199	7	1600 Blk, MH 258 (6'11") to MH 257 (6'3")	8"
18	Park Dr	29	1	1600 Blk, MH 704 (7'2") to MH 703 (8'1"), Crosses Park Drive	8"
19	Walnut St	366	11	1900 Blk, MH 3251 (5'11") to MH 721 (8'4")	8"
20	Western Ave	112	2	1400 Blk, MH 1923 ( ) to MH 1998 (3'11")	8"
21	Western Ave	388	6	1300 Blk, MH 1998 (3'11") to MH 2033 (7'8")	8"
22	Center St	356	1	3200 Blk, MH 2209 (11'9") to MH 2210 (11'6")	10"
23	Center St	360	2	3700 block, MH 817 (7'4") (Foxview LS Discharge) to MH 2206 (8'5")	10"
24	Fairview Dr	257	7	2200 Blk, MH 2522 (10'11") to MH 3096 (10'9")	12"
25	Fairview Dr	291	7	2300 Blk, MH 3096 (10'9") to MH 1254 (9'9")	12"
26	Fairview Dr	143	1	2300 Blk, MH 1254 (9'9") to MH 1305 (8'2")	12"



# City of Cedar Falls, Iowa

## 2021 Sewer Rehab Lines

Item 36.



**ENGINEER'S ESTIMATE**

**2021 SANITARY SEWER REHABILITATION PROJECT  
CITY PROJECT NO. SA - 000 - 3253**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
1	PIPE LINING, 8 INCH	L.F.	\$25.00	5284	\$132,100.00
2	PIPE LINING, 10 INCH	L.F.	\$30.00	716	\$21,480.00
3	PIPE LINING, 12 INCH	L.F.	\$32.00	691	\$22,112.00
4	BUILDING SANITARY SEWER SERVICE RECONNECTION	EACH	\$80.00	135	\$10,800.00
5	GROUTING SERVICE LATERALS	EACH	\$300.00	135	\$40,500.00
6	MOBILIZATION	L.S.	\$15,000.00	1.0	\$15,000.00

**TOTAL PROJECT ESTIMATE**

**\$241,992.00**





## 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](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** January 28, 2021

**SUBJECT:** Downtown Streetscape and Reconstruction Project Phase II  
 Project No. RC-000-3242  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Downtown Streetscape and Reconstruction Project Phase II.

We recommend setting Monday, February 15<sup>th</sup>, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Monday, February 22<sup>nd</sup>, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by February 5<sup>th</sup>, 2021. The Plans and Specifications will be ready for distribution to contractors on February 5<sup>th</sup>, 2021, allowing more than three (3) weeks of review before contract letting.

This project generally consists of improvements to the Main St. Streetscape (300, 400 and 500 blocks), the reconstruction of E 3rd and E and W 4th Streets including streetscape improvements and the rehabilitation of W 5th Street including streetscape improvements. Streetscape improvements include the removal, disposal and installation of approximately 5,200 SY of brick pavers, installation of amenities, and several plantings. Reconstruction of the three blocks of 2nd and 3rd Streets will generally consist of the removal and installation of approximately 5,000 SY of 8" thick PCC pavement, 700 LF of watermain, and 1,000 LF of storm sewer. Rehabilitation of the one block of 5th Street will generally consist of 1,300 SY of HMA placement.

The total estimated cost for the construction of this project is \$3,487,351.70, which includes \$373,351.70 of brick pavers and twig benches being purchased in advance by the city. The project will be funded utilizing TIF-Downtown, Community Main Street, Black Hawk County Gaming Grant, and Cedar Falls Utilities funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

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



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
<b>EARTHWORK</b>							
1	2010-108-C-0	Clearing and Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00	
2	2010-108-D-3	Topsoil, Off-site	100	CY	\$ 100.00	\$ 10,000.00	
3	2010-108-E-0	Excavation, Class 10	1261	CY	\$ 20.00	\$ 25,220.00	Associated with E 3rd, 4th, and W 5th Street reconstruction
4	2010-108-E-0	Excavation, Class 13	452	CY	\$ 50.00	\$ 22,600.00	E 3rd St, 4th St, and W 5th St core out for pavers
5	2010-108-F-0	Below Grade Excavation (Core Out)	359	CY	\$ 45.00	\$ 16,155.00	20% of roadway subgrade preparation
6	2010-108-G-0	Subgrade Preparation, 12" Depth	5137	SY	\$ 3.00	\$ 15,411.00	Associated with E 3rd and 4th Street roadway reconstruction
7	2010-108-I-0	Subbase, Modified, 8" Depth	5137	SY	\$ 11.00	\$ 56,507.00	Associated with E 3rd and 4th Street roadway reconstruction
8	2010-108-I-0	Subbase, 3/4" Road Stone, 8" Depth	2035	SY	\$ 18.00	\$ 36,630.00	Associated with E 3rd, 4th St, and W 5th St pavers
9	2010-108-I-0	Subbase, 3/4" Road Stone, 2" Depth	3240	SY	\$ 12.00	\$ 38,880.00	Associated with Main Street pavers
10	2010-108-L-0	Compaction Testing	1	LS	\$ 7,000.00	\$ 7,000.00	
11	2010-108-M-0	Sampling and Testing For Petroleum Contamination (Remediation)	1	EA	\$ 2,500.00	\$ 2,500.00	
12	2010-108-N-0	Excavation and Disposal of Contaminated Soil	163	CY	\$ 125.00	\$ 20,375.00	Assume 5' width by 4' depth by length of pipe on W 4th Street
<b>TRENCH AND TRENCHLESS CONSTRUCTION</b>							
13	3010-108-C-0	Trench Foundation	277	TON	\$ 40.00	\$ 11,080.00	Half storm/water pipe length (5' wide x 1' depth), 125 pcf
14	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 4,000.00	\$ 4,000.00	
<b>SEWERS AND DRAINS</b>							
15	4020-108-A-1	Storm Sewer, Trenched, PVC, 12" Diameter	20	LF	\$ 75.00	\$ 1,500.00	
16	4020-108-A-1	Storm Sewer, Trenched, RCP, 12" Diameter	24	LF	\$ 75.00	\$ 1,800.00	
17	4020-108-A-1	Storm Sewer, Trenched, RCP, 15" Diameter	434	LF	\$ 75.00	\$ 32,550.00	
18	4020-108-A-1	Storm Sewer, Trenched, RCP, 18" Diameter	546	LF	\$ 95.00	\$ 51,870.00	
19	4020-108-A-1	Storm Sewer, Trenched, RCP, 24" Diameter	52	LF	\$ 150.00	\$ 7,800.00	
20	4020-108-A-1	Storm Sewer, Trenched, RCP, 30" Diameter	16	LF	\$ 170.00	\$ 2,720.00	
21	4020-108-C-0	Linear Trench Drain	20	LF	\$ 140.00	\$ 2,800.00	
22	4020-108-D-0	Removal of Storm Sewer, All Types, All Sizes	767	LF	\$ 15.00	\$ 11,505.00	
23	4040-108-A-0	Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6" Dia.	2596	LF	\$ 16.00	\$ 41,536.00	
24	4040-108-B-0	Footing Drain Collector, PVC, 6" Diameter	15	LF	\$ 100.00	\$ 1,500.00	
25	4040-108-C-0	Subdrain Cleanout, Type A-1, 6" Diameter	12	EA	\$ 550.00	\$ 6,600.00	
26	4040-108-D-0	Subdrain Outlets and Connections, CMP, 8" Dia. (Per CF Detail CFD.01)	30	EA	\$ 250.00	\$ 7,500.00	Core-drilling is incidental
27	Special	Drain Connections	2	EA	\$ 1,000.00	\$ 2,000.00	
<b>WATER MAIN AND APPURTENANCES</b>							
28	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" Dia.	682	LF	\$ 85.00	\$ 57,970.00	
29	5010-108-C-1	Fitting, 8" Tapping Sleeve and Valve	1	EA	\$ 3,000.00	\$ 3,000.00	
30	5010-108-C-1	Fitting, Solid Sleeve, 8" Diameter	1	EA	\$ 2,500.00	\$ 2,500.00	
31	5010-108-C-1	Fitting, 45 Degree Bend, 8" Diameter	10	EA	\$ 2,500.00	\$ 25,000.00	
32	5010-108-C-1	Fitting, 90 Degree MJ Bend, 8" Diameter	6	EA	\$ 2,500.00	\$ 15,000.00	
33	5010-108-D-0	Water Service Stub, Copper, Type K, 3/4" Diameter	8	EA	\$ 3,000.00	\$ 24,000.00	Includes curb stop and box
34	5010-108-D-0	Water Service Stub, Copper, Type K, 1" Diameter	3	EA	\$ 3,200.00	\$ 9,600.00	Includes curb stop and box, Includes 2 additional
35	5010-108-D-0	Water Service Stub, Copper, Type K, 1.5" Diameter	3	EA	\$ 3,500.00	\$ 10,500.00	Includes curb stop and box, Includes 1 additional
36	5010-108-D-0	Water Service Stub, DIP, 4" Diameter	4	EA	\$ 5,000.00	\$ 20,000.00	Fire Protection Service, Includes 2 additional
37	5020-108-A-0	MJ Gate Valve with box, 4" Diameter	4	EA	\$ 2,500.00	\$ 10,000.00	Fire Protection Service, Includes 2 additional
38	5020-108-A-0	MJ Gate Valve with box, 8" Diameter	4	EA	\$ 3,100.00	\$ 12,400.00	Includes 1 salvage and reinstall valve if approved condition
39	5020-108-C-0	Fire Hydrant Assembly	3	EA	\$ 6,000.00	\$ 18,000.00	
40	5020-108-D-0	Flushing Device (Blowoff), Temporary, 4" Diameter	3	EA	\$ 4,000.00	\$ 12,000.00	
41	5020-108-E-0	Valve Box Adjustment, Minor	5	EA	\$ 500.00	\$ 2,500.00	
42	5020-108-I-0	Fire Hydrant Removal	3	EA	\$ 1,000.00	\$ 3,000.00	



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
<b>STRUCTURES FOR SANITARY AND STORM</b>							
43	6010-108-A-0	Manhole, SW-401, Circular Storm, 48" Diameter	3	EA	\$ 4,100.00	\$ 12,300.00	
44	6010-108-A-0	Manhole, SW-401, Circular Storm, 60" Diameter	1	EA	\$ 5,500.00	\$ 5,500.00	
45	6010-108-A-0	Manhole, SW-401, Circular Storm, 72" Diameter	1	EA	\$ 7,500.00	\$ 7,500.00	
46	6010-108-B-0	Intake, SW-501, Single Grate	4	EA	\$ 4,600.00	\$ 18,400.00	
47	6010-108-B-0	Intake, SW-505, Double Grate	6	EA	\$ 5,500.00	\$ 33,000.00	
48	6010-108-B-0	Intake, SW-507, Single Open-throat Curb Intake, Small Box	1	EA	\$ 6,500.00	\$ 6,500.00	
49	6010-108-B-0	Intake, SW-511, Rectangular Area Intake	3	EA	\$ 4,600.00	\$ 13,800.00	
50	6010-108-B-0	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" Diameter	5	EA	\$ 2,100.00	\$ 10,500.00	
51	6010-108-E-0	Manhole or Intake Adjustment, Minor	7	EA	\$ 1,000.00	\$ 7,000.00	
52	6010-108-G-0	Connection to Existing Manhole or Intake	2	EA	\$ 1,300.00	\$ 2,600.00	
53	6010-108-H-0	Remove Manhole	6	EA	\$ 1,600.00	\$ 9,600.00	
54	6010-108-H-0	Remove Intake	11	EA	\$ 1,000.00	\$ 11,000.00	
55	6010-108-H-0	Remove Sidewalk Intake	3	EA	\$ 1,500.00	\$ 4,500.00	
<b>STREETS AND RELATED WORK</b>							
56	7010-108-A-0	Pavement, PCC, 8" Depth	4733	SY	\$ 65.00	\$ 307,645.00	Includes Alleys
57	7010-108-E-0	Curb and Gutter, 2.5' Width, 8" Depth	887	LF	\$ 42.00	\$ 37,254.00	See Bid Alternate 2 for Main Street C&G quantities
58	7010-108-I-0	Curb and Gutter Removal	321	LF	\$ 10.00	\$ 3,210.00	
59	7020-108-B-0	Pavement, HMA, Wedge, 5" Depth	251	SY	\$ 120.00	\$ 30,120.00	4' Wide HMA Wedge on 5th Street
60	7021-108-B-0	HMA Overlay, 3" Depth	1081	SY	\$ 28.00	\$ 30,268.00	
61	7030-108-A-0	Removal of Sidewalk	5518	SY	\$ 18.00	\$ 99,324.00	
62	7030-108-A-0	Removal of Driveway	349	SY	\$ 20.00	\$ 6,980.00	
63	7030-108-E-0	PCC Sidewalk, 4" Depth	47.4	SY	\$ 110.00	\$ 5,214.00	
64	7030-108-E-0	PCC Sidewalk, 6" Depth	18.2	SY	\$ 140.00	\$ 2,548.00	
65	7030-108-F-0	Brick/Paver Sidewalk with 8" Depth Pavement Base	128	SY	\$ 200.00	\$ 25,600.00	
66	7030-108-G-0	Detectable Warning	40	SF	\$ 75.00	\$ 3,000.00	3rd Street crossing at State Street
67	7030-108-H-1	Driveway, Paved, PCC, 7" Depth	246.6	SY	\$ 85.00	\$ 20,961.00	
68	7030-108-H-1	Driveway, Paved, HMA, 7" Depth	80	SY	\$ 75.00	\$ 6,000.00	
69	7030-108-H-1	Driveway, Paved, PCC, 8" Depth	43.6	SY	\$ 100.00	\$ 4,360.00	
70	7030-108-J-0	Brick/Paver Sidewalk (Install Only)	5147	SY	\$ 70.00	\$ 360,290.00	
71	7040-108-A-0	Full Depth Patches, PCC, 8" depth	170.6	SY	\$ 150.00	\$ 25,590.00	
72	7040-108-A-0	Full Depth Patches, HMA, 5" depth	23.2	SY	\$ 150.00	\$ 3,480.00	
73	7040-108-G-0	Milling, 3" Depth	807	SY	\$ 5.00	\$ 4,035.00	
74	7040-108-H-0	Pavement Removal	5295	SY	\$ 10.00	\$ 52,950.00	Includes Alleys
75	Special	PCC Base, 2'x2'x2', Non-reinforced	2	EA	\$ 4,000.00	\$ 8,000.00	
<b>TRAFFIC CONTROL</b>							
76	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	34	STA	\$ 100.00	\$ 3,400.00	
77	8020-108-G-0	Painted Symbols and Legends	5	EA	\$ 500.00	\$ 2,500.00	
78	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	
79	8030-108-B-0	Safety Fence With Detectable Edging	2300	LF	\$ 6.00	\$ 13,800.00	Along both sides of E 3rd St, 4th St, and W 5th St
80	Special	Street Sign Removal, Replacement, and Reinstallation	8	EA	\$ 750.00	\$ 6,000.00	
81	Special	Street Sign Removal and Reinstallation	33	EA	\$ 500.00	\$ 16,500.00	



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
<b>SITE WORK AND LANDSCAPING</b>							
82	9030-108-C-0	Plants	1	LS	\$ 116,700.00	\$ 116,700.00	
83	9040-108-A-2	SWPPP Management	1	LS	\$ 8,000.00	\$ 8,000.00	
84	9040-108-T-1	Inlet Protection Device	26	EA	\$ 160.00	\$ 4,160.00	
85	9040-108-T-2	Inlet Protection Device, Maintenance	26	EA	\$ 80.00	\$ 2,080.00	
86	9071-108-C-0	Granular Backfill Material	18	TON	\$ 60.00	\$ 1,080.00	
87	9072-108-A-0	Concrete Wall	3	CY	\$ 4,250.00	\$ 12,750.00	
88	Special	PCC Edger, 1' width, 1' depth	1926	LF	\$ 40.00	\$ 77,040.00	
89	Special	Planter Bed with Raised Curb	315	LF	\$ 40.00	\$ 12,600.00	
90	Special	Planter Bed with Flush Curb	365	LF	\$ 25.00	\$ 9,125.00	Associated with curb ramps at handicap stalls
<b>DEMOLITION</b>							
91	10,010-108-A-0	Demolition Work	10	CY	\$ 1,200.00	\$ 12,000.00	
<b>MISCELLANEOUS</b>							
92	11,020-108-A-0	Mobilization	1	LS	\$ 391,000.00	\$ 391,000.00	15% of subtotal (Reflects Phase I)
93	11,030-108-A-0	Maintenance of Postal Service	1	LS	\$ 5,000.00	\$ 5,000.00	
94	11,030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 5,000.00	\$ 5,000.00	
95	11,040-108-A-0	Temporary Commercial Access	2400	SY	\$ 40.00	\$ 96,000.00	
96	11,050-108-A-0	Concrete Washout	4	EA	\$ 1,000.00	\$ 4,000.00	
97	11,060-108-A-0	Electrical Outlets	42	EA	\$ 500.00	\$ 21,000.00	
98	11,060-108-A-1	Light Poles, Installation	19	EA	\$ 2,500.00	\$ 47,500.00	
99	11,060-108-A-2	Light Poles, Removal	15	EA	\$ 900.00	\$ 13,500.00	
100	11,060-108-A-3	Electrical Circuits	7350	LF	\$ 22.00	\$ 161,700.00	
101	11,060-108-B-0	Amenities	1	LS	\$ 42,040.00	\$ 42,040.00	Bike rack, bench reset, trash reset, banner pole base, concrete at planter pot, and twig bench installation
102	11,070-108-A-0	Vibration Monitoring	2	EA	\$ 21,000.00	\$ 42,000.00	
Subtotal:						\$ 2,994,000.00	Rounded
Contingency (3%):						\$ 90,000.00	Rounded
<b>CONSTRUCTION TOTAL:</b>						<b>\$ 3,084,000.00</b>	
<u>Other Project Costs</u>							
Brick Pavers:						\$ 338,311.70	Includes trucking cost
Twig Benches:						\$ 35,040.00	
Light Poles and Luminaires:						\$ 30,000.00	
Basic Services (Design):						\$ 312,200.00	
<b>TOTAL PROJECT COST:</b>						<b>\$ 3,799,551.70</b>	
Bid Alternate A:						\$ 36,000.00	Removal and replacement of concrete wall, handrail, and safety rail.





**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

**TO:** City Council  
**FROM:** Mayor Robert M. Green  
**DATE:** January 28, 2021  
**SUBJECT:** Request for a Minor Update to Code of Ordinances Regarding Robert's Rules  
**REF:** (a) Robert's Rules of Order, Newly Revised (12<sup>th</sup> Edition)  
 (b) Administrative Policy #07, Rule 77(a): Procedure for Passage of Ordinances

1. **Background.** I request council's consideration to update the referenced edition of Robert's Rules in the City Code from the 10<sup>th</sup> Edition (2000) to the 12<sup>th</sup> Edition (2020). The rules of parliamentary procedure have not changed, but the new edition has been reformatted for easier reference, and includes additional guidance on electronic meetings which were not covered in the 10<sup>th</sup> Edition (published in 2000). Also, for anyone seeking to obtain a copy for reference, it would be wise and most practical to purchase the most current version of Robert's Rules.
2. **Requested Change.** The desired text change is:

**Sec. 2-129. - Applicability of Robert's Rules of Order.**

In all cases not provided for either in this division or in any rules of procedure adopted by the council, Robert's Rules of Order, Newly Revised, ~~Tenth~~ Twelfth Edition shall govern all points of order arising at city council meetings, but failure to comply with Robert's Rules of Order shall not affect the legality of any action of the council in any manner or to any extent.  
 (Code 2017, § 2-108; Ord. No. 2900, § 1, 4-3-2017)

Rather than simply changing the text to "the current edition", City Attorney Rogers has advised that the code specify the version in use, to avoid any confusion. A new edition of Robert's Rules is only released once a decade or so.

3. **Additional Consideration.** Due to the non-controversial nature of this change, I ask for the City Council to suspend the rules requiring this change to be considered at three separate council meetings, and to approve this measure for passage and adoption on February 1, 2021.

Xc: City Clerk  
 City Administrator  
 City Attorney

###

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

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

AN ORDINANCE REPEALING SECTION 2-129, APPLICABILITY OF ROBERT’S RULES OF ORDER, OF DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-129, APPLICABILITY OF ROBERT’S RULES OF ORDER.

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

*Section 1.* Section 2-129, Applicability of Robert’s Rules of Order, of Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 2-129 is enacted in lieu thereof, as follows:

**Sec. 2-129. - Applicability of Robert's Rules of Order.**

In all cases not provided for either in this division or in any rules of procedure adopted by the council, Robert's Rules of Order, Newly Revised, ~~Twelfth~~<sup>Tenth</sup> Edition, shall govern all points of order arising at city council meetings, but failure to comply with Robert's Rules of Order shall not affect the legality of any action of the council in any manner or to any extent.

INTRODUCED: \_\_\_\_\_ February 1, 2021 \_\_\_\_\_

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

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

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

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

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

ATTEST:

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

# Daily Invoices for Council Meeting 02/01/21

ACCOUNT ACTIVITY LISTING

PREPARED 01/28/2021, 11:31:51  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

PAGE 1  
 ACCOUNTING PERIOD 07/2021

Item 39.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1159		07/21 AP		01/12/21	0395381	KELLY MARTIN REF.-OVERPMT. PET LICENSE	6.00		6.00	01/15/21
ACCOUNT TOTAL							6.00	.00	6.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1172		07/21 AP		01/13/21	0395387	FRIENDS OF THE HEARST REFUND FRIENDS SPONS.PROJ	1,901.98		1,901.98	01/19/21
ACCOUNT TOTAL							1,901.98	.00	1,901.98	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1172		07/21 AP		01/06/21	0395388	HAYES, MIKE	15.50		15.50	01/19/21
RMB:CHAUFFER'S LICENSE										
1194		07/21 AP		12/22/20	0395393	HANCOCK, ADAM	25.50		25.50	01/21/21
RMB:CHAUFFER'S LICENSE										
1194		07/21 AP		12/08/20	0395393	HANCOCK, ADAM	13.50		13.50	01/21/21
RMB:CHAUFFER'S PERMIT										
ACCOUNT TOTAL							54.50	.00	54.50	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1213		07/21 AP		01/17/21	0395401	KRUEGER, MATT	14.99		14.99	01/25/21
RMB:FF2 APP PURCHASE										
ACCOUNT TOTAL							14.99	.00	14.99	
101-4511-414.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	3,863.72		3,863.72	01/15/21
UTILITIES THRU 12/20/20										
ACCOUNT TOTAL							3,863.72	.00	3,863.72	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	132.81		132.81	01/15/21
UTILITIES THRU 12/20/20										
ACCOUNT TOTAL							132.81	.00	132.81	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1194		07/21 AP		01/15/21	0395392	BECKNER, MARTIN	37.02		37.02	01/21/21
RMB:MEALS-DE-ESCALATION										
1213		07/21 AP		01/07/21	0395397	JOHNSTON BURKHARDT, KATIE	9.31		9.31	01/25/21

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) RMB:MEAL-ILEA CADET EVAL DOMESTIC ABUSE PRACTICALS	continued		
						ACCOUNT TOTAL	46.33	.00	46.33
101-5521-415.85-01						UTILITIES / UTILITIES			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	1,971.57		01/15/21
						ACCOUNT TOTAL	1,971.57	.00	1,971.57
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	112.07		01/15/21
						ACCOUNT TOTAL	112.07	.00	112.07
101-6613-433.85-01						UTILITIES / UTILITIES			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	238.46		01/15/21
						ACCOUNT TOTAL	238.46	.00	238.46
101-6616-446.85-01						UTILITIES / UTILITIES			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	1,894.80		01/15/21
						ACCOUNT TOTAL	1,894.80	.00	1,894.80
101-6623-423.85-01						UTILITIES / UTILITIES			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	31.80		01/15/21
						ACCOUNT TOTAL	31.80	.00	31.80
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1172		07/21 AP		01/01/21	0395385	CENTURYLINK CEDAR RIVER GAUGE-DEC'20	59.51		01/19/21
						ACCOUNT TOTAL	59.51	.00	59.51
101-6633-423.85-01						UTILITIES / UTILITIES			
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	1,234.95		01/15/21



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-6633-423.85-01 UTILITIES / UTILITIES						continued			
UTILITIES THRU 12/20/20									
ACCOUNT TOTAL							1,234.95	.00	1,234.95
FUND TOTAL							11,563.49	.00	11,563.49
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.85-01 UTILITIES / UTILITIES									
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	3,558.40		01/15/21
UTILITIES THRU 12/20/20									
ACCOUNT TOTAL							3,558.40	.00	3,558.40
206-6647-436.85-01 UTILITIES / UTILITIES									
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	2,332.94		01/15/21
UTILITIES THRU 12/20/20									
ACCOUNT TOTAL							2,332.94	.00	2,332.94
FUND TOTAL							5,891.34	.00	5,891.34
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.88-07 OUTSIDE AGENCIES / PATHWAYS BEHAVIORIAL SERV.									
1159		07/21 AP		01/13/21	0004614	PATHWAYS BEHAVIORIAL SERVICES	5,792.00		01/15/21
CDBG 2ND QTR. FY21									
ACCOUNT TOTAL							5,792.00	.00	5,792.00
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.									
1213		07/21 AP		01/14/21	0004617	DANIELS HOME IMPROVEMENT	5,465.00		01/25/21
CDBG-CV1 REHAB						1119 LANTZ AVE			
PROJECT#: 022351									
ACCOUNT TOTAL							5,465.00	.00	5,465.00
FUND TOTAL							11,257.00	.00	11,257.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431	189-18	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING								
1231		07/21 AP 01/26/21 0395408			LONGNECKER, JEREMIAH	100.00				01/27/21
		CF BOYS BB-IC LIBERTY			ANNOUNCER					
		PROJECT#: 759								
1231		07/21 AP 01/24/21 0395409			STOW, CHRISTIAN	225.00				01/27/21
		UNI WRESTLING-OKLAHOMA			CAMERA OPERATOR					
		PROJECT#: 756								
1231		07/21 AP 01/24/21 0395407			DEWITT, JASON	225.00				01/27/21
		UNI WRESTLING-OKLAHOMA			CAMERA OPERATOR					
		PROJECT#: 756								
1231		07/21 AP 01/24/21 0395406			BENSON, ERIC	225.00				01/27/21
		UNI WRESTLING-OKLAHOMA			CAMERA OPERATOR					
		PROJECT#: 756								
1231		07/21 AP 01/24/21 0395411			THORN, KEVIN	225.00				01/27/21
		UNI WRESTLING-OKLAHOMA			CAMERA OPERATOR					
		PROJECT#: 756								
1213		07/21 AP 01/22/21 0395400			DEWITT, JASON	150.00				01/25/21
		CF BOYS BB-WLOO WEST			CAMERA OPERATOR					
		PROJECT#: 759								
1213		07/21 AP 01/22/21 0395405			STOW, CHRISTIAN	85.00				01/25/21
		CF BOYS BB-WLOO WEST			CAMERA OPERATOR					
		PROJECT#: 759								
1213		07/21 AP 01/22/21 0395395			BENSON, ERIC	85.00				01/25/21
		CF BOYS BB-WLOO WEST			CAMERA OPERATOR					
		PROJECT#: 759								
1213		07/21 AP 01/22/21 0395404			SIMPSON, MARK	220.00				01/25/21
		CF BOYS BB-WLOO WEST			ANNOUNCER					
		PROJECT#: 759								
1213		07/21 AP 01/22/21 0395402			LONGNECKER, JEREMIAH	200.00				01/25/21
		CF BOYS BB-WLOO WEST			ANNOUNCER					
		PROJECT#: 759								
1159		07/21 AP 01/12/21 0395383			THORN, KEVIN	85.00				01/15/21
		CF BOYS SWIMMING-W'LOO			CAMERA OPERATOR					
		PROJECT#: 759								
1159		07/21 AP 01/12/21 0395377			BENSON, ERIC	85.00				01/15/21
		CF BOYS SWIMMING-W'LOO			CAMERA OPERATOR					
		PROJECT#: 759								
1159		07/21 AP 01/12/21 0395380			DEWITT, JASON	85.00				01/15/21
		CF BOYS SWIMMING-W'LOO			CAMERA OPERATOR					
		PROJECT#: 759								
1159		07/21 AP 01/12/21 0395378			BOBELDYK, MICHAEL JOHN	100.00				01/15/21
		CF BOYS SWIMMING-W'LOO			ANNOUNCER					
		PROJECT#: 759								
1172		07/21 AP 01/12/21 0395386			ENGEL, JEFF	100.00				01/19/21
		CF BOYS SWIMMING-W'LOO			ANNOUNCER					
		PROJECT#: 759								
1172		07/21 AP 01/12/21 0395391			SURMA, JOSEPH EDWARD	85.00				01/19/21
		CF BOYS SWIMMING-W'LOO			CAMERA OPERATOR					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
					ACCOUNT TOTAL		2,280.00	.00	2,280.00	
					FUND TOTAL		2,280.00	.00	2,280.00	
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	15.75			01/15/21
					ACCOUNT TOTAL		15.75	.00	15.75	
					FUND TOTAL		15.75	.00	15.75	
FUND 261 TOURISM & VISITORS										
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1213		07/21 AP		12/31/20	0395399	CUNNINGHAM, BONITA	8.68			01/25/21
						RMB:MILEAGE 8/14/20				
1213		07/21 AP		12/31/20	0395403	MANNING, KIM	12.77			01/25/21
						RMB:MILEAGE-7/2-7/6/20				
					ACCOUNT TOTAL		21.45	.00	21.45	
261-2291-423.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	899.12			01/15/21
					ACCOUNT TOTAL		899.12	.00	899.12	
					FUND TOTAL		920.57	.00	920.57	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	100.13			01/15/21
					ACCOUNT TOTAL		100.13	.00	100.13	
					FUND TOTAL		100.13	.00	100.13	

GROUP	PO	ACCTG	---TRANSACTION---						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								CURRENT	
								BALANCE	
								POST DT	
FUND 291	POLICE	FORFEITURE	FUND						
FUND 292	POLICE	RETIREMENT	FUND						
FUND 293	FIRE	RETIREMENT	FUND						
FUND 294	LIBRARY	RESERVE	FUND						
FUND 295	SOFTBALL	PLAYER	CAPITAL						
FUND 296	GOLF	CAPITAL	FUND						
FUND 297	REC	FACILITIES	CAPITAL						
FUND 298	HEARST	CAPITAL	FUND						
FUND 311	DEBT	SERVICE	FUND						
FUND 402	WASHINGTON	PARK	FUND						
FUND 404	FEMA		FUND						
FUND 405	FLOOD	RESERVE	FUND						
FUND 407	VISION	IOWA	PROJECT						
FUND 408	STREET	IMPROVEMENT	FUND						
FUND 430	2004	TIF	BOND						
430-1220-431.97-82	TIF BOND	PROJECTS /	STREETScape	MAINTENANCE					
1172	07/21	AP	12/04/20	0395390	LANDSCAPE	FORMS INC	35,040.00		
	3242-DWNTWN	STREETSCP	II		TWIG	BENCHES		01/19/21	
PROJECT#:	023242								
ACCOUNT TOTAL							35,040.00	.00	35,040.00
FUND TOTAL							35,040.00	.00	35,040.00
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	2008	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					



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6685-436.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	2,384.57			01/15/21
						UTILITIES THRU 12/20/20				
ACCOUNT TOTAL							2,384.57	.00	2,384.57	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	5,860.00			01/15/21
						UTILITIES THRU 12/20/20				
ACCOUNT TOTAL							5,860.00	.00	5,860.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1213		07/21 AP		01/15/21	0395396	BLACK HAWK CO.LANDFILL	20,507.34			01/25/21
						LANDFILL SRV:01/02-01/15				01/02-01/15/21
ACCOUNT TOTAL							20,507.34	.00	20,507.34	
FUND TOTAL							28,751.91	.00	28,751.91	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	6,804.38			01/15/21
						UTILITIES THRU 12/20/20				
ACCOUNT TOTAL							6,804.38	.00	6,804.38	
552-6665-436.85-01 UTILITIES / UTILITIES										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	10,778.21			01/15/21
						UTILITIES THRU 12/20/20				
ACCOUNT TOTAL							10,778.21	.00	10,778.21	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
1213		07/21 AP		01/15/21	0395396	BLACK HAWK CO.LANDFILL	52.81			01/25/21
						LANDFILL SRV:01/02-01/15				01/02-01/15/21
ACCOUNT TOTAL							52.81	.00	52.81	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES	5,860.00			01/15/21

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING UTILITIES THRU 12/20/20						continued		
ACCOUNT TOTAL						5,860.00	.00	5,860.00
FUND TOTAL						23,495.40	.00	23,495.40
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1159		07/21 AP		01/09/21	0395382	PEREZ GONZALEZ, MARIA RMB:SAFETY BOOTS ZAPPOS.COM;PO# 56568	144.40	01/15/21
ACCOUNT TOTAL						144.40	.00	144.40
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING								
1159		07/21 AP		12/20/20	0395379	CEDAR FALLS UTILITIES UTILITIES THRU 12/20/20	5,860.00	01/15/21
ACCOUNT TOTAL						5,860.00	.00	5,860.00
FUND TOTAL						6,004.40	.00	6,004.40
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES								
1213		07/21 AP		01/10/21	0395398	CEDAR FALLS UTILITIES LIBRARY DOMAIN NAME STATIC IP ADDRESS	15.00	01/25/21
ACCOUNT TOTAL						15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
1194		07/21 AP		01/06/21	0395394	U.S. CELLULAR CELL PHONE:1/6-2/5/21	75.04	01/21/21
ACCOUNT TOTAL						75.04	.00	75.04
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS								
1213		07/21 AP		01/10/21	0395398	CEDAR FALLS UTILITIES FIBER POINT:12/11-1/10 12/11/20-1/10/21	3,320.00	01/25/21
ACCOUNT TOTAL						3,320.00	.00	3,320.00

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
FUND TOTAL							3,410.04	.00	3,410.04	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
1172		07/21 AP		01/18/21	0395389	INOUE, ROBERT	946.72		01/19/21	
RMB:MAY-DEC'20 HEALTH SEV										
1172		07/21 AP		01/18/21	0395389	INOUE, ROBERT	55.69		01/19/21	
RMB:JAN'21 HEALTH SEV.										
1172		07/21 AP		01/18/21	0395384	ANDERSON, ALETA L.	144.60		01/19/21	
RMB:DEC. 2020 HEALTH SEV.										
1172		07/21 AP		01/18/21	0395384	ANDERSON, ALETA L.	144.60		01/19/21	
RMB:DEC. 2020 HEALTH SEV.										
MEDICARE-ALETA										
MEDICARE-RICHARD										
ACCOUNT TOTAL							1,291.61	.00	1,291.61	
FUND TOTAL							1,291.61	.00	1,291.61	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1231		07/21 AP		01/27/21	0395410	TEAMSTERS LOCAL #238	4,292.72		01/27/21	
UNION DUES-JANUARY 2021										
ACCOUNT TOTAL							4,292.72	.00	4,292.72	
FUND TOTAL							4,292.72	.00	4,292.72	
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							134,314.36	.00	134,314.36	

# Council Invoices for Council Meeting 02/01/21

ACCOUNT ACTIVITY LISTING

Item 39.

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1161		08/21 AP	01/22/21	0000000	CEDAR VALLEY SAVER, INC.	75.00			01/28/21
					JOB AD:CIVIL CAD TECH				
					1/21/21 DISPLAY AD,WEB AD				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	339.65			01/28/21
					JOB AD:WASTEWATER OPER.I				
					12/6/20 DIGITAL ADV				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	352.00			01/28/21
					JOB AD:WASTEWATER OPER.I				
					12/7/20 DIGITAL ADV				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	630.65			01/28/21
					JOB AD:CIVIL CAD TECH				
					12/12/20 DIGITAL ADV				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	60.00			01/28/21
					JOB AD:CIVIL CAD TECH				
					12/13/20 DIGITAL ADV				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	208.35			01/28/21
					JOB AD:PUBLIC SAFETY OFFI				
					11/22-12/20/20 PACKAGE AD				
1161		08/21 AP	12/31/20	0000000	REGISTER MEDIA	208.35			01/28/21
					JOB AD:WASTEWATER OPER.I				
					12/6-12/20/20 PACKAGE AD				
					ACCOUNT TOTAL	1,874.00	.00	1,874.00	
101-1028-441.89-81 MISCELLANEOUS SERVICES / CAFETERIA PLAN									
1161		08/21 AP	01/08/21	0000000	ADVANTAGE ADMINISTRATORS	1,278.90			01/28/21
					CAFE.ADMIN.FEE-1ST QR'21				
					RUNOUT				
					ACCOUNT TOTAL	1,278.90	.00	1,278.90	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
1161		08/21 AP	02/01/21	0000000	AHLERS AND COONEY, P.C.	3,900.00			01/28/21
					LEGAL SERVICES-FEB'21				
1161		08/21 AP	02/01/21	0000000	SWISHER & COHRT, P.L.C.	2,600.00			01/28/21
					LEGAL SERVICES-FEB'21				
1161		08/21 AP	01/20/21	0000000	DAVIS,BROWN,KOEHN,SHORS & ROB	30.00			01/28/21
					LGL:RE:IMMIGRATION				
					12/14/20				
1232		08/21 AP	01/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	1,035.50			01/28/21
					LGL:GREENHILL VILL.9TH AD				
					12/03-12/31/20				
					PROJECT#: 023006				
					ACCOUNT TOTAL	7,565.50	.00	7,565.50	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
1161		08/21 AP	02/01/21	0000000	SWISHER & COHRT, P.L.C.	1,000.00			01/28/21
					LEGAL SERVICES-FEB'21				
					ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
1150		08/21 AP	01/11/21	0000000	GIBSON SPECIALTY CO.	102.99			01/28/21
					MEMORIAL BENCH PLAQUES				



GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS										
							continued			
ACCOUNT TOTAL							102.99	.00	102.99	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1161		08/21	AP	01/19/21	0000000	COURIER LEGAL COMMUNICATIONS	283.05		01/28/21	
		1/4/21	CC	MTG.MINS/BILLS						
1161		08/21	AP	01/08/21	0000000	COURIER LEGAL COMMUNICATIONS	104.12		01/28/21	
		ORD.2977-HRC								
1161		08/21	AP	01/08/21	0000000	COURIER LEGAL COMMUNICATIONS	36.22		01/28/21	
		ORD.2978-EBIKES ON CITY				TRAILS				
1161		08/21	AP	01/08/21	0000000	COURIER LEGAL COMMUNICATIONS	28.17		01/28/21	
		ORD.2979-PROHIBIT PARKING				COMM.TRUCKS/TRAILERS				
1161		08/21	AP	01/08/21	0000000	COURIER LEGAL COMMUNICATIONS	32.19		01/28/21	
		PH NTC-CDBG-CV2 FUNDING								
ACCOUNT TOTAL							483.75	.00	483.75	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1216		08/21	AP	01/14/21	0000000	COOLEY SANITATION LLC	295.00		01/28/21	
		412 N ELLEN CLEAN UP				CODE ENFORCEMENT				
1216		08/21	AP	01/13/21	0000000	PROFESSIONAL LAWN CARE, LLC	93.75		01/28/21	
		CODE E.SNOW-1922 WATERLOO								
1216		08/21	AP	01/12/21	0000000	PROFESSIONAL LAWN CARE, LLC	250.00		01/28/21	
		CODE E.SNOW-2600 WATERLOO								
1216		08/21	AP	01/11/21	0000000	PROFESSIONAL LAWN CARE, LLC	93.75		01/28/21	
		CODE ENF.SNOW-904 RAINBOW								
1216		08/21	AP	01/11/21	0000000	PROFESSIONAL LAWN CARE, LLC	125.00		01/28/21	
		CODE SNOW-5414 UNIVERSITY								
ACCOUNT TOTAL							857.50	.00	857.50	
101-2245-442.81-16 PROFESSIONAL SERVICES / ZONING ORDINANCE										
1216		08/21	AP	01/18/21	0000000	FERRELL MADDEN	19,700.00		01/28/21	
		3221-COLLEGE HILL VSN&ZN				TASK 1,3,4				
PROJECT#:		023221								
ACCOUNT TOTAL							19,700.00	.00	19,700.00	
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES										
1221		08/21	AP	12/31/20	0000000	PLUMB TECH INC.	2,041.41		01/28/21	
		REC CENTER LOOP TESTING								
ACCOUNT TOTAL							2,041.41	.00	2,041.41	

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP			
1221		08/21 AP		01/11/21	0000000	XPRESSIONS	123.20		01/28/21
						BOYS BASKETBALL TSHIRTS			
						MARTIN BROTHERS			
1221		08/21 AP		01/11/21	0000000	XPRESSIONS	283.20		01/28/21
						BOYS BASKETBALL TSHIRTS			
						1ST NATIONAL BANK			
						ACCOUNT TOTAL	406.40	.00	406.40
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS SUPPLIES			
1221		08/21 AP		07/22/20	0000000	BEACON ATHLETICS	202.80		01/28/21
						STRIKE ZONE MAT			
						ACCOUNT TOTAL	202.80	.00	202.80
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
1221		08/21 AP		01/25/21	0000000	CITY LAUNDERING CO.	30.00		01/28/21
						MATS			
1221		08/21 AP		01/11/21	0000000	CITY LAUNDERING CO.	30.00		01/28/21
						MATS			
						ACCOUNT TOTAL	60.00	.00	60.00
101-2280-423.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
1226		08/21 AP		11/02/20	0000000	IOWA MUSEUM ASSOCIATION	145.00		01/28/21
						MEMBERSHIP RENEWAL			
						ACCOUNT TOTAL	145.00	.00	145.00
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1226		08/21 AP		01/18/21	0000000	GROTH, ROBYN	150.00		01/28/21
						ESSAY FOR ONLINE EXHIBIT			
						PROJECT			
						ACCOUNT TOTAL	150.00	.00	150.00
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
1226		08/21 AP		12/28/20	0000000	LAMAR COMPANIES	500.00		01/28/21
						NIGHT SOUND BILLBOARD			
						TRAPP FUNDING FROM FRIEND			
						ACCOUNT TOTAL	500.00	.00	500.00
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1223		08/21 AP		01/06/21	0000000	WEBER PAPER CO.	42.00		01/28/21
						FALSE ALARM PAPER			
						ACCOUNT TOTAL	42.00	.00	42.00

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY								
1223		08/21	AP	01/11/21	0000000	CITY LAUNDERING CO.	21.00	01/28/21
						TOWELS;MATS-PSS BUILDING		
ACCOUNT TOTAL						21.00	.00	21.00
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES								
1223		08/21	AP	01/13/21	0000000	O'DONNELL ACE HARDWARE	13.52	01/28/21
						DOWELS-INSPECTIONS		
1225		08/21	AP	01/11/21	0000000	CINTAS FIRST AID & SAFETY	54.88	01/28/21
						RESTOCK FD FIRST AID KIT		
1239		07/21	AP	10/07/20	0135520	O'DONNELL ACE HARDWARE	7.17	01/28/21
						VOID-CHECK LOST DISH SOAP		
ACCOUNT TOTAL						68.40	7.17	61.23
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1239		07/21	AP	10/07/20	0135520	O'DONNELL ACE HARDWARE	7.69	01/28/21
						VOID-CHECK LOST BUCKET-FOAMING SOL.-TRNG.		
ACCOUNT TOTAL						.00	7.69	7.69-
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1223		08/21	AP	01/22/21	0000000	SHIRT SHACK INC., THE	254.88	01/28/21
						T-SHIRTS-INVENTORY		
1223		08/21	AP	01/11/21	0000000	COVER-ALL EMBROIDERY, INC.	20.00	01/28/21
						EMBROIDER JOB SHIRTS HOEFT/HAYES		
ACCOUNT TOTAL						274.88	.00	274.88
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1225		08/21	AP	01/19/21	0000000	PARKADE PRINTER, INC.	83.50	01/28/21
						IMPLIED SAFETY CONSENT ENVELOPES		
1225		08/21	AP	01/13/21	0000000	STOREY KENWORTHY	91.11	01/28/21
						BINDER CLIPS;FLAGS;3-RING BINDERS		
ACCOUNT TOTAL						174.61	.00	174.61
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1223		08/21	AP	01/11/21	0000000	CITY LAUNDERING CO.	21.00	01/28/21
						TOWELS;MATS-PSS BUILDING		
1225		08/21	AP	01/11/21	0000000	CINTAS FIRST AID & SAFETY	22.18	01/28/21
						RESTOCK PD FIRST AID KIT		
1225		08/21	AP	01/10/21	0000000	HAWKEYE ALARM & SIGNAL CO.	250.00	01/28/21
						2021 ALARM MONITORING FEE 1524 STATE-IMPOUND BLDG.		

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
ACCOUNT TOTAL							293.18	.00	293.18
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1225		08/21 AP		01/15/20	0000000	GALLS, LLC	358.91		01/28/21
						4 RAIN JACKETS			
ACCOUNT TOTAL							358.91	.00	358.91
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1225		08/21 AP		01/22/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY	130.00		01/28/21
						PROFESSIONAL PHOTOS-PD ADELMUND/SCHULTZEN			
1225		08/21 AP		01/22/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00		01/28/21
						PROFESSIONAL PHOTOS-PD BAUMGARTNER			
ACCOUNT TOTAL							195.00	.00	195.00
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1225		08/21 AP		01/22/21	0000000	IOWA STATE POLICE ASSOCIATION	2,560.00		01/28/21
						2021 ISPA DUES (64)			
1225		08/21 AP		01/05/21	0000000	FBI NATIONAL ACADEMY	120.00		01/28/21
						2021 DUES-J. HARRENSTEIN			
ACCOUNT TOTAL							2,680.00	.00	2,680.00
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
1225		08/21 AP		01/03/21	0000000	WATERLOO, CITY OF	4,006.80		01/28/21
						ANIMAL CALLS;12/1-12/30 12/1-12/30/20			
ACCOUNT TOTAL							4,006.80	.00	4,006.80
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1224		08/21 AP		01/25/21	0000000	BENTON BUILDING CENTER	52.02		01/28/21
						TAPE MEASURES FOR CEMETERY			
1150		08/21 AP		01/12/21	0000000	MARTIN BROS.DISTRIBUTING	148.16		01/28/21
						PAPER TOWELS CEMETERY			
1239		07/21 AP		10/08/20	0135522	O'DONNELL ACE HARDWARE		8.69	01/28/21
						VOID-CHECK LOST ADHESIVE			
1239		07/21 AP		10/01/20	0135522	O'DONNELL ACE HARDWARE		23.73	01/28/21
						VOID-CHECK LOST BLEACH, CLAMP, PLUG, COUPLER			
ACCOUNT TOTAL							200.18	32.42	167.76



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6613-433.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1170		08/21 AP		01/12/21	0000000	MARTIN BROS.DISTRIBUTING		376.40		01/28/21
1170		08/21 AP		01/11/21	0000000	MARTIN BROS.DISTRIBUTING	376.40			01/28/21
						RETURN PAPER TOWELS PAPER TOWELS-CEMETERY				
						ACCOUNT TOTAL	376.40	376.40	.00	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1224		08/21 AP		01/21/21	0000000	MARTIN BROS.DISTRIBUTING	223.04			01/28/21
						TOWELS, TISSUES, DISINFECT.				
						PROJECT#: 062511				
1224		08/21 AP		01/20/21	0000000	O'DONNELL ACE HARDWARE	38.67			01/28/21
						FORKLIFT FOREARM, BIT, ADAPTER				
						PROJECT#: 062507				
1195		08/21 AP		01/11/21	0000000	ECHO GROUP, INC.	139.65			01/28/21
						BULBS/EM LIGHT BATTERIES				
1195		08/21 AP		01/11/21	0000000	ECHO GROUP, INC.	42.93			01/28/21
						EMERGENCY LT BATTERIES				
1170		08/21 AP		01/06/21	0000000	MARTIN BROS.DISTRIBUTING	863.02			01/28/21
						TOWELS, LINERS, TISSUES, SANITIZER, URINAL SCREENS				
						PROJECT#: 062503				
1170		08/21 AP		01/06/21	0000000	MARTIN BROS.DISTRIBUTING	50.82			01/28/21
						TOWELS, LINERS, TISSUES, SAINTIZER, URINAL SCREENS				
						PROJECT#: 062506				
1170		08/21 AP		01/06/21	0000000	MARTIN BROS.DISTRIBUTING	236.82			01/28/21
						TOWELS, LINERS, TISSUES, SANITIZER, URINAL SCREENS				
						PROJECT#: 062507				
1170		08/21 AP		01/05/21	0000000	ECHO GROUP, INC.	39.01			01/28/21
						LABELS				
						PROJECT#: 062511				
						ACCOUNT TOTAL	1,633.96	.00	1,633.96	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1195		08/21 AP		01/13/21	0000000	MENARDS-CEDAR FALLS	112.93			01/28/21
						TRASH CANS, SHELVING AND HOSE				
						PROJECT#: 062511				
1170		08/21 AP		01/04/21	0000000	MENARDS-CEDAR FALLS	119.84			01/28/21
						SHELVING				
						PROJECT#: 062511				
						ACCOUNT TOTAL	232.77	.00	232.77	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1195		08/21 AP		01/14/21	0000000	MENARDS-CEDAR FALLS	14.97			01/28/21
						DRAIN PLUG AND CASTERS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
					PROJECT#: 062511					
	1224	08/21 AP		01/12/21	0000000	ECHO GROUP, INC.	14.31			01/28/21
						EMERGENCY LIGHT BATTERIES				
					PROJECT#: 062507					
	1170	08/21 AP		01/08/21	0000000	ECHO GROUP, INC.	134.11			01/28/21
						EMERGENCY LIGHTING REPAIR				
					PROJECT#: 062506					
	1170	08/21 AP		01/04/21	0000000	MENARDS-CEDAR FALLS	117.95			01/28/21
						SPACE HEATER, SHOWER REPAIR PARTS				
					PROJECT#: 062511					
	1224	08/21 AP		09/30/20	0000000	INTECONNEX	541.71			01/28/21
						BEACH HOUSE DOOR CONTROL				
					PROJECT#: 062515					
					ACCOUNT TOTAL		823.05	.00		823.05
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
	1195	08/21 AP		11/04/20	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			01/28/21
						PEST CONTROL				
					PROJECT#: 062510					
	1195	08/21 AP		11/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	24.00			01/28/21
						PEST CONTROL				
					PROJECT#: 062508					
	1195	08/21 AP		10/07/20	0000000	PLUNKETT'S PEST CONTROL, INC	15.00			01/28/21
						PEST CONTROL				
					PROJECT#: 062510					
	1195	08/21 AP		10/07/20	0000000	PLUNKETT'S PEST CONTROL, INC	40.00			01/28/21
						PEST CONTROL				
					PROJECT#: 062515					
	1195	08/21 AP		10/07/20	0000000	PLUNKETT'S PEST CONTROL, INC	40.00			01/28/21
						PEST CONTROL				
					PROJECT#: 062515					
					ACCOUNT TOTAL		134.00	.00		134.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	1224	08/21 AP		01/22/21	0000000	CONTROL INSTALLATIONS OF IOWA	171.80			01/28/21
						AUTOMATIC DOOR REPAIR				
					PROJECT#: 062506					
	1224	08/21 AP		01/21/21	0000000	WOODMAN CONTROLS COMPANY	5,960.00			01/28/21
						BUILDING CONTROLS SUPPORT				
					PROJECT#: 062511					
	1195	08/21 AP		01/14/21	0000000	CITY LAUNDERING CO.	40.00			01/28/21
						MAT SERVICES				
					PROJECT#: 062506					
	1195	08/21 AP		01/14/21	0000000	GOODWIN TUCKER GROUP	294.50			01/28/21
						ICE MACHINE SERVICE				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
PROJECT#: 062511										
1170		08/21 AP		01/12/21	0000000	CITY LAUNDERING CO.	20.00			01/28/21
MAT SERVICE										
PROJECT#: 062501										
ACCOUNT TOTAL							6,486.30	.00	6,486.30	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
1214		08/21 AP		12/10/20	0000000	U.S. GEOLOGICAL SURVEY	9,560.00			01/28/21
RIVER GAUGE MONITORING 2021 ANNUAL										
PROJECT#: 021653										
ACCOUNT TOTAL							9,560.00	.00	9,560.00	
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1232		08/21 AP		01/19/21	0000000	IOWA DEPT-TRANSPORTATION	360.00			01/28/21
CONTRACT ADMN II-MCKINNEY VIRTUAL & BOONE										
ACCOUNT TOTAL							360.00	.00	360.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1150		08/21 AP		12/31/20	0000000	CULLIGAN WATER CONDITIONING	8.35			01/28/21
WATER AT UNION ROAD										
1150		08/21 AP		12/29/20	0000000	STOKES WELDING	108.00			01/28/21
CHAINSAW CHAIN										
1150		08/21 AP		12/26/20	0000000	POLK'S LOCK SERVICE, INC.	2.50			01/28/21
KEYS										
1150		08/21 AP		12/22/20	0000000	OUTDOOR & MORE	87.42			01/28/21
18 INCH BAR AND CHAIN LOOP										
1150		08/21 AP		12/21/20	0000000	STOKES WELDING	1,135.96			01/28/21
MS 661 R C-M W/LIGHTBAR										
1150		08/21 AP		12/14/20	0000000	OUTDOOR & MORE	4.79			01/28/21
BOLT										
1150		08/21 AP		12/08/20	0000000	OUTDOOR & MORE	99.99			01/28/21
28 INCH BAR										
1150		08/21 AP		12/04/20	0000000	OUTDOOR & MORE	123.90			01/28/21
36 INCH SNOW SHOVEL										
1239		07/21 AP		10/05/20	0135522	O'DONNELL ACE HARDWARE		19.08		01/28/21
VOID-CHECK LOST NUTS AND BOLTS										
ACCOUNT TOTAL							1,570.91	19.08	1,551.83	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1150		08/21 AP		12/18/20	0000000	COOLEY PUMPING, LLC	105.00			01/28/21
PORTA POTTY EL DORADO										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued			
ACCOUNT TOTAL							105.00	.00	105.00	
FUND TOTAL							65,965.60	442.76	65,522.84	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1239		07/21 AP		10/08/20	0135523	O'DONNELL ACE HARDWARE		19.38		01/28/21
						VOID-CHECK LOST				
ACCOUNT TOTAL							.00	19.38	19.38	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
1224		08/21 AP		01/22/21	0000000	C & C WELDING & SANDBLASTING	264.23			01/28/21
						FORKLIFT POCKETS FOR WING STORAGE				
1224		08/21 AP		01/21/21	0000000	O'DONNELL ACE HARDWARE	9.69			01/28/21
						SOCKET ADAPTER OF CHANGE SNOW PLOW BLADES				
1195		08/21 AP		01/13/21	0000000	MTI DISTRIBUTING, INC.	4,052.40			01/28/21
						SWEeper ATTACHMENT #2123SL				
ACCOUNT TOTAL							4,326.32	.00	4,326.32	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1224		08/21 AP		01/19/21	0000000	MENARDS-CEDAR FALLS	20.96			01/28/21
						CLAMP FOR CHARGER AT 1500 BLUFF ST				
ACCOUNT TOTAL							20.96	.00	20.96	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1224		08/21 AP		01/16/21	0000000	ASPRO, INC.	189.44			01/28/21
						COLD MIX				
1170		08/21 AP		01/07/21	0000000	IOWA WALL SAWING SERVICE	5,859.00			01/28/21
						POLY LIFTING VIKING ROAD				
ACCOUNT TOTAL							6,048.44	.00	6,048.44	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1224		08/21 AP		01/15/21	0000000	MENARDS-CEDAR FALLS	111.93			01/28/21
						LONG BRUSH FOR SIGNAL CLEANING				
1170		08/21 AP		01/13/21	0000000	O'DONNELL ACE HARDWARE	24.38			01/28/21
						ELECTRICAL CONNECTORS				
1195		08/21 AP		01/11/21	0000000	ECHO GROUP, INC.	25.16			01/28/21



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
1195				08/21	AP 01/11/21 0000000	ECHO GROUP, INC.	9.15			01/28/21
						ELECTRICAL PARTS				
						ELECTRICAL SUPPLIES				
1170				08/21	AP 01/08/21 0000000	ECHO GROUP, INC.	36.06			01/28/21
						ELECTRICAL GLOVES				
1170				08/21	AP 01/06/21 0000000	MENARDS-CEDAR FALLS	14.97			01/28/21
						COMMUNICATION CABLES				
ACCOUNT TOTAL							221.65	.00	221.65	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1150				08/21	AP 10/30/20 0000000	MOBOTREX, INC	3,125.00			01/28/21
						SIGNAL UPGRADES				
ACCOUNT TOTAL							3,125.00	.00	3,125.00	
FUND TOTAL							13,742.37	19.38	13,722.99	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1216				08/21	AP 12/21/20 0000000	NAN MCKAY & ASSOCIATES, INC.	1,318.00			01/28/21
						ADMIN PLAN TEMPLATE				
						CARES				
PROJECT#:				022344						
ACCOUNT TOTAL							1,318.00	.00	1,318.00	
FUND TOTAL							1,318.00	.00	1,318.00	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1216				08/21	AP 12/31/20 0000000	IOWA NORTHLAND REGIONAL CO. O	88.11			01/28/21
						ENTITLEMENT ENVIRO REVIEW				
						DECEMBER-CDBG-CV CARES				
PROJECT#:				022351						
1216				08/21	AP 12/31/20 0000000	IOWA NORTHLAND REGIONAL CO. O	961.78			01/28/21
						ENTITLEMENT PLAN & REPORT				
						DECEMBER-CDBG-CV CARES				
PROJECT#:				022351						
1216				08/21	AP 12/31/20 0000000	IOWA NORTHLAND REGIONAL CO. O	743.03			01/28/21
						ENTITLEMENT AGENCY AWARD				
						DECEMBER-CDBG-CV CARES				
PROJECT#:				022351						
ACCOUNT TOTAL							1,792.92	.00	1,792.92	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1216		08/21 AP		12/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	2,399.92			01/28/21
						ENTITLEMENT SF REHAB TA				
						DECEMBER-CDBG-CV CARES				
PROJECT#: 022351										
ACCOUNT TOTAL							2,399.92	.00	2,399.92	
FUND TOTAL							4,192.84	.00	4,192.84	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
FUND 258 PARKING FUND										
258-5531-435.81-48						PROFESSIONAL SERVICES / CONTRACT SERVICES				
1161		08/21 AP		12/31/20	0000000	IPS GROUP, INC	2,269.50			01/28/21
						CITATION PRKNG FEES DEC20				
ACCOUNT TOTAL							2,269.50	.00	2,269.50	
FUND TOTAL							2,269.50	.00	2,269.50	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-55						OTHER SUPPLIES / MEDIA				
1189		08/21 AP		11/17/20	0000000	BIKEIOWA.COM	1,000.00			01/28/21
						ANNUAL ADVERTIS SPONSOR				
						9/1/20-8/31-21				
ACCOUNT TOTAL							1,000.00	.00	1,000.00	
261-2291-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1189		08/21 AP		12/30/20	0000000	IOWA BICYCLE COALITION	35.00			01/28/21
						ANNUAL MEMBERSHIP				
						12/02/20-12/03/21				
ACCOUNT TOTAL							35.00	.00	35.00	
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE				
1189		08/21 AP		01/14/21	0000000	CITY LAUNDERING CO.	10.00			01/28/21
						BIMONTHLY MAT SERVICE				
ACCOUNT TOTAL							10.00	.00	10.00	
261-2291-423.85-51						UTILITIES / EVENTS, BIDS, & SPONSORS				
1189		08/21 AP		01/13/21	0000000	VOLUNTEER CENTER OF CEDAR VAL	75.00			01/28/21
						VOLUNTEERS ON TAP EXPENSE				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
						continued				
ACCOUNT TOTAL							75.00	.00	75.00	
FUND TOTAL							1,120.00	.00	1,120.00	
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG										
1161		08/21 AP		01/25/21	0000000	PRIMARY PRODUCTS COMPANY	559.50			01/28/21
GLOVES										
PROJECT#: 012020										
ACCOUNT TOTAL							559.50	.00	559.50	
FUND TOTAL							559.50	.00	559.50	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1161		08/21 AP		12/22/20	0000000	AHLERS AND COONEY, P.C.	218.00			01/28/21
LGL:HWY.58 CORR.URB.RENEW 12/08/20-12/09/20										
1161		08/21 AP		12/22/20	0000000	AHLERS AND COONEY, P.C.	157.00			01/28/21
LGL:AMEND #6 DOWNTOWN URP 12/8/20-12/09/20										
1161		08/21 AP		12/22/20	0000000	AHLERS AND COONEY, P.C.	152.50			01/28/21
LGL:AMEND #3 DOWNTOWN URP 11/23/20										
ACCOUNT TOTAL							527.50	.00	527.50	
FUND TOTAL							527.50	.00	527.50	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
436-1220-431.94-83		CAPITAL PROJECTS /				WEST 1ST STREET			
1232	08/21	AP 12/28/20			0000000	AHLERS AND COONEY, P.C.	517.00		01/28/21
		3118-W.1ST ST RECONST.				11/20-11/25/20			
PROJECT#:		023118							
		ACCOUNT TOTAL					517.00	.00	517.00
		FUND TOTAL					517.00	.00	517.00
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.95-27		BOND FUND PROJECTS /				UNION ROAD TRAIL			
1214	08/21	AP 01/14/21			0000000	SNYDER & ASSOCIATES, INC.	13.58		01/28/21
		3217-UNION ROAD TRAIL				08/11/20 LEGAL NOTICE			
PROJECT#:		023217							
		ACCOUNT TOTAL					13.58	.00	13.58
		FUND TOTAL					13.58	.00	13.58
FUND 439	2008	BOND FUND							
FUND 443		CAPITAL PROJECTS							
443-1220-431.92-90		STRUCTURE IMPROV & BLDGS /				CENTER ST SIDEWLK & DRAIN			
1214	08/21	AP 01/20/21			0000000	CUNNINGHAM CONSTRUCTION CO.,	4,827.88		01/28/21
		3107-CENTER ST. REC TRAIL				RECONCILED QTY/RETAINAGE			
PROJECT#:		023107							
		ACCOUNT TOTAL					4,827.88	.00	4,827.88
443-1220-431.94-51		CAPITAL PROJECTS /				POLICE CAPITAL RESERVE			
1225	08/21	AP 01/13/21			0000000	GALLS, LLC	488.58		01/28/21
		2 TACTICAL HOLSTERS-SWAT							
1225	08/21	AP 01/12/21			0000000	STREICHER'S INC.	455.99		01/28/21
		WEAPON LIGHTS;STORM SLING							
		ACCOUNT TOTAL					944.57	.00	944.57
443-1220-431.94-80		CAPITAL PROJECTS /				BIG WOODS CAMPGROUND			
1170	08/21	AP 01/13/21			0000000	MENARDS-CEDAR FALLS	45.86		01/28/21



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									POST DT
									----
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-80 CAPITAL PROJECTS / BIG WOODS CAMPGROUND							continued		
RANGE/DRYER PLUGS									
CABIN BIG WOODS									
ACCOUNT TOTAL							45.86	.00	45.86
FUND TOTAL							5,818.31	.00	5,818.31
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									
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
1225 08/21 AP 01/03/21 0000000 WATERLOO, CITY OF							611.10		01/28/21
DEER DISPOSAL;12/1-12/30 12/1-12/30/20									
ACCOUNT TOTAL							611.10	.00	611.10
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1150 08/21 AP 01/12/21 0000000 O'DONNELL ACE HARDWARE							15.38		01/28/21
AIR FRESHNERS FOR FRONT OFFICE AT TRANSFER ST									
ACCOUNT TOTAL							15.38	.00	15.38
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1170 08/21 AP 01/11/21 0000000 MILLER FENCE CO., INC.							244.20		01/28/21
REMOTE CONTROL FOR RECYCLING CENTER									
ACCOUNT TOTAL							244.20	.00	244.20
551-6685-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1150 08/21 AP 01/04/21 0000000 SWANA							223.00		01/28/21
SWANA MEMBERSHIP DOYLE SMITH									
ACCOUNT TOTAL							223.00	.00	223.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES				
1150		08/21 AP		12/31/20	0000000	CULLIGAN WATER CONDITIONING WATER AT TRANSFER STATION	13.00			01/28/21
ACCOUNT TOTAL							13.00	.00	13.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1195		08/21 AP		01/20/21	0000000	O'DONNELL ACE HARDWARE	2.76			01/28/21
						NUTS AND BOLTS FOR ROLL OFF REPAIR				
1195		08/21 AP		01/20/21	0000000	O'DONNELL ACE HARDWARE	.64			01/28/21
						NUTS AND BOLTS FOR ROLL OFF REPAIR				
1150		08/21 AP		01/06/21	0000000	MENARDS-CEDAR FALLS	30.65			01/28/21
						GLASS ROLL OFF-REPAIR CONDUIT,BRACE BAND				
1150		08/21 AP		01/04/21	0000000	POLK'S LOCK SERVICE, INC.	45.00			01/28/21
						SAFE REPAIR				
1239		07/21 AP		10/01/20	0135523	O'DONNELL ACE HARDWARE		10.69		01/28/21
						VOID-CHECK LOST DRANO-TRANSFER STATION				
ACCOUNT TOTAL							79.05	10.69	68.36	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1195		08/21 AP		01/15/21	0000000	MIDWEST ELECTRONIC RECOVERY	720.30			01/28/21
						ELECTRONIC RECYCLING				
1150		08/21 AP		01/02/21	0000000	LIBERTY TIRE RECYCLING, LLC	385.27			01/28/21
						SCRAP TIRE RECYCLING				
1170		08/21 AP		12/21/20	0000000	SAM ANNIS & CO.	57.64			01/28/21
						PROPANE TANK REFILL RECYCLING				
1224		08/21 AP		11/30/20	0000000	REPUBLIC SERVICES OF IOWA	2,656.52			01/28/21
						BAILING WIRE				
ACCOUNT TOTAL							3,819.73	.00	3,819.73	
FUND TOTAL							5,005.46	10.69	4,994.77	
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-27						OTHER SUPPLIES / IOWA ONE CALL				
1203		08/21 AP		01/20/21	0000000	BLACKBURN MFG. CO.	201.12			01/28/21
						ONE CALL FLAGS				
1170		08/21 AP		01/12/21	0000000	IOWA ONE CALL	144.90			01/28/21
						IOWA ONE CALL DECEMBER 2020				
ACCOUNT TOTAL							346.02	.00	346.02	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1203		08/21 AP		01/11/21	0000000	CAMPBELL SUPPLY WATERLOO	15.20			01/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS						continued				
TOOLS WIRE BRUSH										
ACCOUNT TOTAL							15.20	.00	15.20	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
1203		08/21 AP		01/07/21	0000000	MIDLAND SCIENTIFIC, INC, LAB THERMOMETER	59.91			01/28/21
ACCOUNT TOTAL							59.91	.00	59.91	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1203		08/21 AP		01/15/21	0000000	O'DONNELL ACE HARDWARE LADDER	104.99			01/28/21
1203		08/21 AP		01/15/21	0000000	WASTECORP.PUMPS LLC.	836.68			01/28/21
1203		08/21 AP		01/13/21	0000000	UTILITY EQUIPMENT COMPANY PUMP PARTS	187.00			01/28/21
1203		08/21 AP		01/08/21	0000000	CRESCENT ELECTRIC	134.22			01/28/21
1203		08/21 AP		01/08/21	0000000	ELEC SUPPLIES GRAINGER PARTS	395.90			01/28/21
1203		08/21 AP		01/07/21	0000000	CAMPBELL SUPPLY WATERLOO PUMP PARTS	182.46			01/28/21
1203		08/21 AP		01/06/21	0000000	VARIOUS SUPPLIES CAMPBELL SUPPLY WATERLOO	136.80			01/28/21
ACCOUNT TOTAL							1,978.05	.00	1,978.05	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1203		08/21 AP		01/13/21	0000000	SHERWIN-WILLIAMS COMPANY PAINT FOR PLANT	156.47			01/28/21
ACCOUNT TOTAL							156.47	.00	156.47	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
1203		08/21 AP		01/11/21	0000000	SHERWIN-WILLIAMS COMPANY PAINT FOR LIFT STATION	90.02			01/28/21
ACCOUNT TOTAL							90.02	.00	90.02	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1203		08/21 AP		01/11/21	0000000	IOWA WALL SAWING SERVICE CONCRETE REMOVAL	3,000.00			01/28/21
ACCOUNT TOTAL							3,000.00	.00	3,000.00	

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1203		08/21	AP	01/11/21	0000000	CITY LAUNDERING CO. RUG/TOWELS	38.75		01/28/21
ACCOUNT TOTAL							38.75	.00	38.75
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1203		08/21	AP	01/21/21	0000000	TESTAMERICA LABORATORIES, INC TESTING	1,986.50		01/28/21
1203		08/21	AP	01/12/21	0000000	TESTAMERICA LABORATORIES, INC TOXICITY TESTING	678.00		01/28/21
1203		08/21	AP	01/11/21	0000000	TESTAMERICA LABORATORIES, INC LAB TESTING	811.98		01/28/21
ACCOUNT TOTAL							3,476.48	.00	3,476.48
FUND TOTAL							9,160.90	.00	9,160.90
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
1239		07/21	AP	10/07/20	0135523	O'DONNELL ACE HARDWARE VOID-CHECK LOST		71.88	01/28/21
1239		07/21	AP	10/07/20	0135523	O'DONNELL ACE HARDWARE VOID-CHECK LOST		15.96	01/28/21
1239		07/21	AP	09/30/20	0135523	O'DONNELL ACE HARDWARE VOID-CHECK LOST		23.96	01/28/21
ACCOUNT TOTAL							.00	111.80	111.80-
FUND TOTAL							.00	111.80	111.80-
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION									
1161		08/21	AP	01/20/21	0000000	BLACK HAWK CO.CJIS	10,841.62		01/28/21
		FY'21	2ND	1/2		OPERATE EXP			
ACCOUNT TOTAL							10,841.62	.00	10,841.62
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1161		08/21	AP	01/22/21	0000000	GORDON FLESCH COMPANY	1,083.25		01/28/21
		COPIERS/24629-MPS01/FEB21		01/22/21-02/21/21					
ACCOUNT TOTAL							1,083.25	.00	1,083.25



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 606 DATA PROCESSING FUND										
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
1161		08/21 AP		01/22/21	0000000	SURVEYMONKEY INC	384.00			01/28/21
						ANNUAL SUBSCRIPTION				
1240		08/21 AP		12/14/20	0000000	MUNICIPAL CODE CORPORATION	5,600.00			01/28/21
						ANNUAL SUBSC.RENEWAL				
						ACCOUNT TOTAL	5,984.00	.00		5,984.00
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1161		08/21 AP		01/12/21	0000000	INSIGHT PUBLIC SECTOR, INC.	39,774.75			01/28/21
						MS ENTERPRISE LICENSE FOR SERVERS				
						ACCOUNT TOTAL	39,774.75	.00		39,774.75
						FUND TOTAL	57,683.62	.00		57,683.62
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
1161		08/21 AP		01/04/21	0000000	HOLMES MURPHY & ASSOCIATES LL	2,416.66			01/28/21
						BENEFITS CONSULTING SERV. FEBRUARY 2021				
						ACCOUNT TOTAL	2,416.66	.00		2,416.66
						FUND TOTAL	2,416.66	.00		2,416.66
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05						OPERATING SUPPLIES / GAS & OIL				
1224		08/21 AP		01/21/21	0000000	SENECA COMPANIES	245.50			01/28/21
						DET HEATER				
1195		08/21 AP		01/19/21	0000000	HTP ENERGY	13,479.58			01/28/21
						#1 DIESEL @ TECHNOLOGY				
1195		08/21 AP		01/01/21	0000000	METRO MART NO. 3	56.10			01/28/21
						KEROSENE FOR HEATER				
1170		08/21 AP		12/31/20	0000000	AIRGAS USA, LLC	67.58			01/28/21
						CUTTING TORCH GAS				
						ACCOUNT TOTAL	13,848.76	.00		13,848.76
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1224		08/21 AP		01/22/21	0000000	C & C WELDING & SANDBLASTING	2,562.20			01/28/21
						STOCK STEEL FOR REPAIR PROJECTS				
1224		08/21 AP		01/18/21	0000000	SIGNS BY TOMORROW	37.50			01/28/21

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued			
						PROTECTIVE CLEAR VINYL #FD551			
1150		08/21 AP	01/11/21	0000000		C & C WELDING & SANDBLASTING	398.79		01/28/21
						PLOW WINGS #FD501			
1224		08/21 AP	01/08/21	0000000		AIRGAS USA, LLC	422.73		01/28/21
						WELDING WIRE			
1224		08/21 AP	01/08/21	0000000		TOYNE, INC.	109.24		01/28/21
						TANK FILL ADAPTOR #FD551			
1170		08/21 AP	01/07/21	0000000		MENARDS-CEDAR FALLS	107.96		01/28/21
						CASTER FOR WING CART			
1150		08/21 AP	11/30/20	0000000		MTI DISTRIBUTING, INC.		259.60	01/28/21
						CREDIT ON RETURNED PART #2123SL			
1224		08/21 AP	11/25/20	0000000		C & C WELDING & SANDBLASTING	282.86		01/28/21
						PLOW ANGLE CYLINDER #2105			
1150		08/21 AP	11/05/20	0000000		MTI DISTRIBUTING, INC.	273.10		01/28/21
						HEATER KIT #2123SL			
						ACCOUNT TOTAL	4,194.38	259.60	3,934.78
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1195		08/21 AP	01/14/21	0000000		CITY LAUNDERING CO.	35.00		01/28/21
						SHOP TOWELS			
						ACCOUNT TOTAL	35.00	.00	35.00
685-6698-446.87-01 RENTALS / RENTALS									
1224		08/21 AP	01/22/21	0000000		C & C WELDING & SANDBLASTING	551.10		01/28/21
						WORK BENCH TABLE TOPS			
						ACCOUNT TOTAL	551.10	.00	551.10
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1224		08/21 AP	01/22/21	0000000		KELTEK INCORPORATED	164.50		01/28/21
						PD17 CRADLEPOINT REPAIR			
1224		08/21 AP	01/20/21	0000000		C & C WELDING & SANDBLASTING	685.75		01/28/21
						PLOW BRACKET REPAIR #262			
1170		08/21 AP	01/11/21	0000000		BLACK HAWK RENTAL	1,127.25		01/28/21
						#2199 DRIVE CONTROL MODULE NOT WORKING			
						ACCOUNT TOTAL	1,977.50	.00	1,977.50
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1161		08/21 AP	01/11/21	0000000		METROPOLITAN TRANSIT AUTHORIT	22,545.83		01/28/21
						6-LD'21 FORD GLAVAL BUSES CF SHARE			
						ACCOUNT TOTAL	22,545.83	.00	22,545.83

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
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POST DT -----									
FUND 685	VEHICLE MAINTENANCE FUND								
	FUND TOTAL						43,152.57	259.60	42,892.97
FUND 686	PAYROLL FUND								
FUND 687	WORKERS COMPENSATION FUND								
FUND 688	LTD INSURANCE FUND								
FUND 689	LIABILITY INSURANCE FUND								
689-1902-457.51-05	INSURANCE / LIABILITY INSURANCE								
1161	08/21	AP	01/11/21	0000000	SWISHER & COHRT, P.L.C.	95.00		01/28/21	
					LIAB:MALLAVARAPU			12/16/20	
1161	08/21	AP	01/01/21	0000000	REDFERN,MASON,LARSEN & MOORE	60.00		01/28/21	
					LIAB:J BALIK			12/07/20-12/29/20	
	ACCOUNT TOTAL						155.00	.00	155.00
	FUND TOTAL						155.00	.00	155.00
FUND 724	TRUST & AGENCY								
FUND 727	GREENWOOD CEMETERY P-CARE								
FUND 728	FAIRVIEW CEMETERY P-CARE								
FUND 729	HILLSIDE CEMETERY P-CARE								
FUND 790	FLOOD LEVY								
	GRAND TOTAL						213,618.41	844.23	212,774.18