



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, DECEMBER 21, 2020
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

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. Approval of the minutes of the Regular City Council meeting of December 7, 2020 and Special City Council meeting of December 9, 2020.

Agenda Revisions

Special Presentations

- 2. Acceptance of a plaque of appreciation from the Iowa National Guard 1st Battalion, 133d Infantry Regiment.

Special Order of Business

- 3. Public hearing on proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan.
 - a) Receive and file proof of publication of notice of hearing. (Notice published December 4, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Downtown Development Area Urban Renewal Plan.

4. Public hearing on proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

 - a) Receive and file proof of publication of notice of hearing. (Notice published December 4, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.
5. Public hearing on a proposal to undertake a public improvement project for the West 27th Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project.

 - a) Receive and file proof of publication of notice of hearing. (Notice published December 11, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving a public improvement for the West 27th Street Sanitary Sewer Extension Project, and authorizing acquisition of private property for said project.
6. Public hearing on proposed amendments to Chapter 20, Subdivisions of the Code of Ordinances relative to Final Plat Phasing.

 - a) Receive and file proof of publication of notice of hearing. (Notice published December 11, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending certain sections of Chapter 20, Subdivisions, of the Code of Ordinances relative to Final Plat Phasing, upon its first consideration.
7. Public hearing on proposed submission of the City's FFY19 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant and HOME Program.

 - a) Receive and file proof of publication of notice of hearing. (Notice published December 4, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing submission of the City's FFY19 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant and HOME Program.

Old Business

- [8.](#) Pass Ordinance #2976, amending Section 26-118 of the Code of Ordinances by rezoning from C-3, Commercial and R-4, Multiple Residence Districts, to C-3, Commercial District, of property located in the vicinity of West 22nd Street and College Street, upon its third and final consideration.
- [9.](#) Pass Ordinance #2977, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission, upon its second consideration.
- [10.](#) Pass Ordinance #2978, amending Chapter 23, Traffic and Motor Vehicles of the Code of Ordinances relative to the use of electric-assist bicycles on City recreational trails, upon its second consideration.
- [11.](#) Pass Ordinance #2979, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking of commercial trucks and trailers on residential streets, upon its second consideration.

New Business

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

- [12.](#) Receive & file the resignation of Angela Waseskuk as a member of the Human Rights Commission.
- [13.](#) Approve the following recommendations of the Mayor relative to the reappointment of members to Boards and Commissions:
 - a) Chelsey Bowermaster, Cedar Falls Health Trust Fund Board of Trustees, term ending 12/31/2026.
 - b) Floyd Winter, Cedar Falls Health Trust Fund Board of Trustees, term ending 12/31/2026.
- [14.](#) Receive and file the City Council Goal Setting Report of November 17 & 19, 2020.
- [15.](#) Receive and file the Committee of the Whole minutes of December 7, 2020 relative to the following items:
 - a) Grow Cedar Valley Update.
 - b) Annual Report of Cedar Falls Public Library.
 - c) Subdivision Code Amendment – Final Plat Phasing.
 - d) Zoning Code Amendment – Adaptive Re-use of Institutional Buildings in Residential Zones.
- [16.](#) Approve the following applications for beer permits and liquor licenses:
 - a) Gourmet Garden, 5907 University Ave, Special Class C liquor - renewal.
 - b) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
 - c) Rancho Chico, 618 Brandilynn Boulevard, Class C Liquor - renewal.
 - d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
 - e) Bani's, 2128 College Street, Class E liquor - renewal.

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

- [17.](#) Resolution establishing the 2021 pay for City of Cedar Falls elected officials, in compliance with the City's Code of Ordinances.
- [18.](#) Resolution approving and adopting the FY2022 City Council Goals, Work Program and Short-Term Financial Plan.
- [19.](#) Resolution approving and authorizing expenditure of funds for replacement of Tasers for the Public Safety Department.
- [20.](#) Resolution approving and authorizing execution of a Red House Studio Lease relative to the use of 224 West Seerley Boulevard as artist studio space, in conjunction with the Hearst Center's Visiting Artist Program.

- [21.](#) Resolution approving the Certificate of Completion and accepting the work of Failor Hurley Construction, Inc. for the Cedar Falls Recreation Center - Locker Room Upgrades Project.
- [22.](#) Resolution approving and authorizing the expenditure of funds for replacement of trickling filter arms at the Wastewater Treatment facility.
- [23.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Ridgeway Avenue Reconstruction Project.
- [24.](#) Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for FEMA Levee System Accreditation Submittal relative to the Cedar Falls Flood Protection System.
- [25.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.
- [26.](#) Resolution setting January 4, 2021 as date of public hearing on the proposed FY2021-FY2026 Capital Improvements Program (CIP).

Allow Bills and Payroll

- [27.](#) Allow Bills and Payroll of December 21, 2020.

City Council Referrals

City Council Updates

Staff Updates

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, DECEMBER 7, 2020
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:09 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.

- 53090 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of November 16, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 53091 - Mayor Green read the following proclamations:
a) Pearl Harbor Remembrance Day, December 7, 2020.
b) International Human Rights Day, December 10, 2020.
- 53092 - It was moved by Darrah and seconded by Miller that Ordinance #2976, amending Section 26-118 of the Code of Ordinances by rezoning from C-3, Commercial and R-4, Multiple Residence Districts, to C-3, Commercial District, of property located in the vicinity of West 22nd Street and College Street, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. Motion carried.
- 53093 - It was moved by Harding and seconded by Miller that Resolution #22,193, extending the face mask mandate adopted by Resolution #22,097 on September 8, 2020 and extended by Resolution # 22,140 on October 19, 2020 for the City of Cedar Falls, be adopted.

City Administrator Gaines provided a brief explanation of the proposed resolution, and Mayor Green and City Attorney Rogers responded to questions and comments by Thomas (T.J.) Frein, 1319 Austin Way, and Jim Skaine, 2215 Clay Street.

Following questions and comments by Councilmembers Kruse and Miller, and responses by Councilmember Dunn, the Mayor then put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Dunn, Miller, Harding. Nay: Sires, deBuhr, Kruse. Motion carried. The Mayor then declared Resolution #22,193 duly passed and adopted.

- 53094 - It was moved by Miller and seconded by Harding that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the City Council Work Session minutes of November 16, 2020

relative to a Joint Work Session with Human Rights Commission to discuss future roles, responsibilities and City Council expectations for the Human Rights Commission.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.

Receive and file Departmental Monthly Reports for October 2020.

Approve the following applications for beer permits and liquor licenses:

- a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.
- b) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
- c) Texas Roadhouse, 5715 University Avenue, Class C liquor - change in ownership.
- d) Moonshine Mob Bar, 419 Main Street, Class C liquor - new.

Motion carried unanimously.

53095 - It was moved by Darrah and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,194, approving and adopting a job classification for the position of Civil CAD Technician in the Engineering Division.

Resolution #22,195, approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2020 CDBG Sidewalk Infill Project.

Resolution #22,196, approving the Certificate of Completion and accepting the work of K. Cunningham Construction Company, Inc. for the South Main Street Parking Lot Project.

Resolution #22,197, approving and authorizing execution of a Maintenance and Repair Agreement with D and J Investments Inc. relative to a post-construction stormwater management plan at 7404 University Avenue.

Resolution #22,198, setting December 21, 2020 as the date of public hearing on a proposal to undertake a public improvement project for the West 27th Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project.

Resolution #22,199, setting December 21, 2020 as the date of public hearing on the City's FFY19 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant and HOME Program.

Resolution #22,200, setting December 21, 2020 as the date of public hearing on proposed amendments to Chapter 20, Subdivisions

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: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. Motion carried. The Mayor then declared Resolutions #22,194 through #22,200 duly passed and adopted

- 53096 - It was moved by Harding and seconded by Darrah that Resolution #22,201, approving and adopting public meeting protocol during the COVID-19 pandemic, be adopted. Following comments by Councilmembers deBuhr, Darrah, Dunn and Harding, and responses by Finance & Business Operations Director Rodenbeck and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Dunn, Miller, Harding. Nay: Sires, deBuhr, Kruse. Motion carried. The Mayor then declared Resolution #22,201 duly passed and adopted.

- 53097 - It was moved by Miller and seconded by Harding that Resolution #22,202, receiving and filing, and approving the plans, specifications and estimate of cost for the Union Road Recreational Trail Project - West 12th Street to West 27th Street, be adopted. Following questions and comments by Councilmembers Miller and Sires, and responses from City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. Motion carried. The Mayor then declared Resolution #22,202 duly passed and adopted.

- 53098 - It was moved by Miller and seconded by Harding that Ordinance #2977, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission, be passed upon its first consideration. Mayor Green commented on the proposed ordinance and responded to comments by Councilmember Darrah. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. Motion carried.

- 53099 - It was moved by Harding and seconded by Darrah that Ordinance #2978, amending Chapter 23, Traffic and Motor Vehicles of the Code of Ordinances relative to the use of electric-assist bicycles on City recreational trails, be passed upon its first consideration. Public Works Director Schrage provided a brief summary of the proposed ordinance, and Mayor Green, Police Chief Berte and City Attorney Rogers responded to questions and comments by Councilmembers Sires, Harding, Kruse, deBuhr, Dunn and Darrah.

The following individuals spoke in favor of the proposed ordinance:
Thomas (T.J.) Frein, 1319 Austin Way
Jeremey Sulentic, 1008 Rocklyn Street

Following a question by Councilmember deBuhr and a response by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Dunn, Miller, Harding. Nay: Sires, deBuhr, Kruse. Motion carried.

- 53100 - It was moved by Kruse and seconded by Darrah that Ordinance #2979, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking of commercial trucks and trailers on residential streets, be passed upon its first consideration. City Attorney Rogers provided a summary of the proposed ordinance. Following questions and comments by Councilmembers Sires, deBuhr and Kruse, and responses by City Attorney

Rogers and Mayor Green, the Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, Kruse, Harding. Nay: deBuhr. Motion carried.

- 53101 - It was moved by Kruse and seconded by Miller that the bills and payrolls of December 7, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. Motion carried.

- 53102 - It was moved by Harding and seconded by Sires to refer to a Special City Council meeting discussion of a resolution to suspend paid parking during the COVID-19 pandemic until a set date. Following questions by Councilmembers Kruse, Harding and Sires, and responses by City Administrator Gaines and City Attorney Rogers, it was moved by Miller and seconded by Harding to amend the original motion to include that staff provide options and recommendations. Following a question by Councilmember Dunn and response by Councilmember Harding, the motion to amend carried 6-1, with Sires voting Nay. The Mayor then asked for a vote on the original motion as amended. Motion carried unanimously.

- 53103 - Councilmember Darrah recognized former Councilmember David Wieland's contributions to the community and commented on his recent passing.

Public Works Director Schrage responded to a question by Councilmember Dunn regarding an update on the ice rink at Gateway Park.

- 53104 - City Administrator Gaines announced suspension of parking enforcement of paid lots until the Special City Council meeting, and Mayor Green commented on additional signage.

- 53105 - Community Main Street Director Kim Bear thanked Public Safety for traffic control during Holiday Hoopla and indicated support by the Community Main Street Board for suspending paid parking.

Community Development Director Sheetz and City Administrator Gaines responded to concerns expressed by Jeremy Sulentic, 1008 Rocklyn Street, regarding affordable housing and the Section 8 Housing program.

Mayor Green responded to comments by Jim Skaines, 2215 Clay Street, regarding the Human Rights Commission proclamation and an alleged incident of harassment.

- 53106 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:45 P.M. Motion carried unanimously.

**CITY HALL
CEDAR FALLS, IOWA, DECEMBER 9, 2020
SPECIAL MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 6:00 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.

- 53107 - It was moved by Harding and seconded by Sires that Resolution #22,203, suspending paid parking fees in the municipal parking lots, be adopted. Finance & Business Operations Director Rodenbeck presented a brief summary of the parking implementation and Mayor Green called for public comment.

The following individual spoke in favor of the proposed resolution: Kathryn Sogard, Executive Director of College Hill Partnership, read a letter in support of the resolution.

Following questions and comments by Councilmembers Miller, deBuhr, Harding and Kruse, and responses by Finance & Business Operations Director Rodenbeck, City Clerk Jacque Danielsen, Mayor Green and City Attorney Rogers, it was moved by Harding and seconded by Sires to amend the resolution to suspend paid parking fees until to June 1, 2021. The motion to amend carried 4-3, with Miller, deBuhr and Kruse voting Nay.

Following additional questions and comments by Councilmembers Sires, deBuhr, Miller, Kruse, Darrah and Dunn, and responses by Mayor Green, City Clerk Jacque Danielsen and Finance & Business Operations Director Rodenbeck, it was then moved by Councilmember Kruse and seconded by deBuhr to amend the resolution to suspend paid parking fees to April 1, 2021. The motion to amend carried 4-3 with Sires, Dunn and Harding voting Nay.

The Mayor then put the question on the amended motion and upon call of the roll, the following named Councilmembers voted. Aye: Darrah, Sires, Dunn, Miller, deBuhr, Kruse, Harding. Nay: None. The Mayor then declared Resolution #22,203 duly passed and adopted.

- 53108 - It was moved by Miller and seconded by Kruse that the meeting be adjourned at 6:44 P.M. Motion carried unanimously.

Kim Kerr, Administrative Supervisor



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 11, 2020
SUBJECT: Amendment No. 6 to the Downtown Development Area Urban Renewal Plan

At its November 16, 2020 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

The Downtown Development Area Urban Renewal Plan was originally adopted in 1986, and has provided financing or partial financing for numerous downtown improvement projects over the years. Several amendments have been made to the plan since its adoption, including most recently in December of 2018, where a new project was identified for funding (Downtown Visioning Plan and Zoning Ordinance Update).

For the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the primary objective is to add a new project to the plan (Public Security Cameras), while also updating and modifying the budget figures of several previously identified projects within the Urban Renewal Area (mainly infrastructure and utility improvements within the Urban Renewal Area).

With the above information noted, a copy of the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 6 and related documents were drafted by city staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Downtown Development Area Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County and Cedar Falls School District) and conduct a “consultation session” to discuss the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan. A copy of the Minutes from the November 24, 2020 consultation session is attached along with the meeting agenda.

It is recommended that City Council adopt the following:

1. Resolution determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 6 to the Downtown Development Area Urban Renewal Plan.

If you have any questions pertaining to this memorandum, please let me know.

xc: Ron Gaines, PE, City Administrator
Nathan Overberg, Ahlers Law Office

ITEMS TO INCLUDE ON AGENDA**CITY OF CEDAR FALLS, IOWA**

December 21, 2020

7:00 P.M.

Downtown Development Area Urban Renewal Plan

- Public hearing on the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan
- Resolution determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Downtown Development Area Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.**

December 21, 2020

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan, the Mayor first asked for the report of the Economic Development Coordinator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Economic Development Coordinator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 6 to the Downtown Development Area Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of objections here }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, this City Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Downtown Development Area Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, the Plan has subsequently been amended, lastly by an Amendment No. 5, adopted by Resolution No. 21,367, on December 17, 2018; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

That portion of Sec. 12 T89N R14W of the 5th P.M. in the City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the intersection of the east line of Franklin St. and the north line of Seventh St.; thence North on the east line of Franklin St. to the north line of First St. (formerly Hwy. 20); thence East on the north line of First St. to the extended west line of Washington Street; thence north on the extended west line of Washington St. to the centerline of the Chicago, Central and Pacific Railroad (C.C. & P.R.R.); thence Northeasterly on the centerline of the C.C. & P.R.R. to the southwesterly bank of the Cedar River; thence Southeasterly on the Southwesterly bank of the Cedar River to the extended east line of the NW ¼ SE ¼ Sec. 12-89-14; thence South on the extended east line of the NW ¼ SE ¼ to the north line of Seventh St.; thence West on the north line of Seventh St. to the place of beginning; exc. Blk. 7 Garrison & Dean's Add.; also exc. all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; all as shown on the map attached herewith and made a part hereof.

AMENDMENT NO. 1 AREA

Blk. 7 Garrison & Dean's Add.; also all of Fifth St. from the east line of Main St. to the east line of the NW ¼ SE ¼ Sec. 12-89-14; and

AMENDMENT NO. 2 AREA

Amendment No. 2 added no real property to the Area; and

AMENDMENT NO. 3 AREA

- Area A. Beginning at the intersection of the East line of Franklin Street and the North line of West 1st Street; thence North along said East line of Franklin Street to the centerline of the Canadian National Railway Company (formerly the Chicago Central and Pacific Railroad); thence Easterly and Northeasterly along said centerline to the Northerly extension of the West line of Washington Street; thence South along the Northerly extension of said West line to the North line of West 1st Street; thence West along said North line to the point of beginning.
- Area B. Beginning on the East line of the Northwest Quarter of the Southeast Quarter of Section 12-89-14 at its intersection with the North line of East 7th Street; thence North along said East line to the Southwesterly bank of the Cedar River; thence Southeasterly along said Southwesterly bank to the Easterly extension of the North line of East 7th Street; thence West along the Easterly extension of said Northerly line a distance of 600 feet; thence Southwesterly to the intersection of the Northeasterly line of the Iowa Northern Railroad Company (formerly the Chicago, Rock Island and Pacific Railroad) with the Easterly extension of the North line of Lot 3, Block 1 of Garrison's Addition to Cedar Falls, Iowa; thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 9th Street; thence West along the Easterly extension of said South line to the Northeasterly line of the Northwestern Transportation Company (formerly the Wisconsin, Iowa and Nebraska Railroad Company and later the Chicago, Great Western Railroad Company); thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 11th Street; thence West along the Easterly extension of said South line to the Northeast corner of Lot 1, Block 1 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated); thence North along the Southerly extension of the East line of Block 2 and the East line of Block 2 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated) to the Northeast corner of said Block 2; thence West along the North line of said Block 2 13 feet; thence North along a line which is 13 feet West of a parallel with the Northerly extension of said East line of Block 2 to the South

line of East 9th Street; thence Northwesterly parallel with the Southwesterly line of the Northwestern Transportation Company to the intersection with a line which is 43 feet normally distant Southwesterly and parallel with the Southwesterly line of the Iowa Northern Railroad Company; thence Northwesterly parallel with said Southwesterly line to the North line of East 7th Street; thence East along said North line to point of beginning; and

AMENDMENT NO. 4 AREA

Amendment No. 4 added no real property to the Area.

AMENDMENT NO. 5 AREA

Amendment No. 5 added no real property to the Area.

WHEREAS, a proposed Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 adds no new land to the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6; and

WHEREAS, by resolution adopted on November 16, 2020, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Coordinator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Downtown Development Area Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Downtown Development Area Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 6, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 21st day of December, 2020.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

AMENDMENT NO. 6

TO THE

DOWNTOWN DEVELOPMENT AREA
URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

Original Area Adopted – November 1986
Amendment No. 1 – May 2001
Amendment No. 2– July 2012
Amendment No. 3– November 2013
Amendment No. 4 – December 2017
Amendment No. 5 – December 2018
Amendment No. 6 – _____ 2020

**AMENDMENT NO. 6
to the
DOWNTOWN DEVELOPMENT AREA
URBAN RENEWAL PLAN
CITY OF CEDAR FALLS, IOWA**

The Downtown Development Area Urban Renewal Plan ("Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") was originally adopted in 1986 and has been amended by Amendment No. 1 in May 2001, Amendment No. 2 in July 2012, Amendment No. 3 in November 2013, Amendment No. 4 in December 2017, and Amendment No. 5 in December 2018. This Plan is being further amended to add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 6 to the Downtown Development Area Urban Renewal Plan ("Amendment").

The Original Area and each amendment area are referred to as subareas in this Amendment. The subareas make up the Urban Renewal Area. No change is being made to the property within the Original Area or subareas.

Except as modified by this Amendment, the provisions of the original Downtown Development Area Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 6 shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

Under this amendment, there is no new property being added to the Urban Renewal Area. For illustrative purposes and reader convenience, the Downtown Development Area Urban Renewal Area map is attached to this Amendment as Exhibit A.

DISTRICT DESIGNATION

With the adoption of this Amendment No. 6, the City of Cedar Falls will continue to designate the Downtown Development Area Urban Renewal Area as appropriate for blight remediation. The rationale for the Area Designation is the remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the "Cedar Falls Comprehensive Plan" adopted in May 2012. The Plan, as amended, and including this Amendment No. 6, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects as restated in Amendment No. 6 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 6 does not change or in any way replace the City's current land use planning or zoning regulations process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROJECT OBJECTIVES

Objectives for development within the Area remain as stated in the original Plan, as previously amended.

TYPES OF RENEWAL ACTIVITIES

The Types of Renewal Activities within the Area remain as stated in the original Plan, as previously amended.

PREVIOUS URBAN RENEWAL PROJECTS

Several Urban Renewal Projects were authorized prior to July 1, 2012, and are continuing.

AMENDMENT NO. 2 ONGOING URBAN RENEWAL PROJECT(UPDATED BY THIS AMENDMENT NO. 6)

In Amendment No. 2 to the Urban Renewal Plan, the City approved the following project:

The City is considering entering into a Development Agreement with Developer River Place Properties L.C. by which the City would convey certain property within the Area to the Developer subject to terms and conditions in a Development Agreement. City would provide certain Economic Development Grants in the form of rebates of incremental taxes generated from the construction of commercial, residential and mixed use buildings and related amenities. It is expected that the aggregate Economic Development Grants will not exceed \$15,000,000. Engineering fees, abstracting costs, attorney's fees and other costs associated with this Project are estimated at \$75,000 to \$100,000.

This project is on-going. Although the total maximum, aggregate amount of Economic Development Grants is not changing, the project may be expanded to include the construction of a parking structure by Developer to be leased to the City in exchange for an extension of the stream of Grants and other consideration.

AMENDMENT NO. 3 COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS

The following projects originally listed in Amendment No. 3 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2019:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
<p>Downtown Flood Protection: After the historic flooding that occurred in June of 2008, the City of Cedar Falls decided that increasing the protection level of the downtown flood levee and floodwall system was one of the highest priorities for the City. The 2008 flood event exceeded the design for the existing levee system; but with the assistance of emergency flood fighting procedures, the protection was not overtopped. The intent of this project is to increase the level of protection for the City to the 500-year level of protection. Increasing the flood protection levels for the City will require additional levee and/or floodwall extensions, modifications to existing storm sewer gatewells, modifications to closure structures (pedestrian and street openings), and modification to areas with sandbag closure plans along with related levee/flood wall improvements and amenities.</p>	<p>2013-2025</p>	<p>\$8,000,000</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
		<p align="right">Total:</p>	<p align="right">\$8,000,000</p>

AMENDMENT NO. 3 ONGOING URBAN RENEWAL PROJECTS (UPDATED BY THIS AMENDMENT NO. 6)

The following items have been previously approved by the adoption of Amendment No. 3 to the Downtown Development Area Urban Renewal Plan in 2013 and are continuing as updated by this Amendment No. 6:

1. Public Improvements:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
<p>Construction of future public infrastructure and improvements within the Urban Renewal Plan Area including but not limited to new and reconstructed roadways, alleys, sidewalks, parking lots or structures, recreation trails, lighting, signage and other public amenities such as parks, public spaces, etc. The additional, anticipated projects as of the adoption of Amendment 6 include but are not limited to:</p> <ul style="list-style-type: none"> -The acquisition of a parking lot along the north side of East 2nd Street; - Downtown wayfinding signage improvements; - Peter Melendy Park Renovation. Replacement and improvement to the sidewalk and landscaping; - Reconstruction of the alley between E. 1st Street and E. 2nd Street east of Main Street; -Downtown Street Reconstruction and Streetscape Project: Reconstruction of W 2nd Street, from Washington Street to Main Street; Reconstruction of W. 3rd Street from Washington Street to State Street; Reconstruction of W. 4th Street from Washington Street to State Street; Reconstruction of W 5th Street from Washington Street to Main Street; New brick streetscaping on Main Street from W 1st Street to W 6th Street, and along all of the side streets listed above that are being reconstructed; - Parking Equipment for proposed State 	<p>2013-2033</p>	<p>\$15,000,000 (Amendment No. 6 adds \$12,500,000)</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>

Street Parking Center			
<p>Infrastructure tied to new or reconstructed roadways and alleys including but not limited to water, sanitary sewer, storm sewer, gas, electric, and communications. The additional, anticipated costs as of the adoption of Amendment 6 include but are not limited to the Downtown Street Reconstruction and Streetscape Project described above.</p>	2013-2033	\$2,500,000 (Amendment No. 6 adds \$1,000,000)	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Consulting, engineering, design and inspection costs for future roadway and infrastructure projects within the Urban Renewal Area. The additional, anticipated costs as of the adoption of Amendment 6 include but are not limited to those costs related to the Downtown Street Reconstruction and Streetscape Project described above.</p>	2013-2033	\$1,500,000 (Amendment No. 6 adds \$800,000)	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Traffic, site development and parking related studies tied to any roadway or parking lot/structure improvement project or projects. The additional, anticipated costs as of the adoption of Amendment 6 include but are not limited to those costs related to the Downtown Parking Ramp project described above.</p>	2013-2033	\$500,000 (Amendment No. 6 adds \$350,000)	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>

2. Development Agreements: Cedar Falls Municipal Utilities Development Agreement

<p>Additional electrical production, distribution and transmission including but not limited to burying lines, relocating lines, and other items necessary to accommodate future development and growth within the Urban Renewal Area.</p>	<p>2013-2033</p>	<p>\$1,200,000</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Additional gas utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.</p>	<p>2013-2033</p>	<p>\$200,000 (Amendment No. 6 adds \$100,000)</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>
<p>Additional water utility installation (new and relocated) necessary to accommodate future development and growth within the Urban Renewal Area.</p>	<p>2013-2033</p>	<p>\$ 400,000 (Amendment No. 6 adds \$200,000)</p>	<p>Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation</p>

Additional communications utility or utilities (new or relocated) necessary to accommodate future development and growth within the Urban Renewal Area.	2013-2025	\$ 250,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
Total		\$21,550,000	

3. Other Development Agreements

Tax Rebate or Other Incentive Agreements:			
Tax Rebate or other Incentive Agreements for future City Council approved agreements. One potential development agreement is proposed for the city –owned annex (Historic Post Office). See further information under Public Building Analysis in Amendment No. 3.	2013-2025	\$1,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation

4. Land Acquisition

City land acquisitions to accommodate urban renewal projects and job creation within the Urban Renewal Area	2013-2033	\$3,000,000 (Amendment No. 6 adds \$1,000,000)	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation
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5 City Personnel Costs and other Administrative Costs to Support Urban Renewal Projects and Planning

Staffing related expenses (including but not limited to salary and benefits) incurred by Community Services, Engineering, and Planning Services Divisions personnel tied to supporting urban renewal projects within the Urban Renewal Area.	2013-2025	\$400,000	Administrative expenses necessary to promote, support and complete urban renewal projects.
Legal, consulting, abstracting, recording, publication, and other miscellaneous fees associated with urban renewal projects occurring within the Urban Renewal Area.	2013-2025	\$200,000	Administrative expenses necessary to promote, support and complete urban renewal projects.

AMENDMENT NO. 4 ONGOING URBAN RENEWAL PROJECT

The following item has been previously approved by the adoption of Amendment No. 4 to the Downtown Development Area Urban Renewal Plan in 2017 and is continuing:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Grant Agreement with Mill Race Center for Entrepreneurship and Innovation (Mill Race Center): The purpose of the Mill Race Center is to provide resources and programming to improve the local business environment and support available for entrepreneurship and innovation in Cedar Falls. The City, along with other constituents, will provide grants to the Mill Race Center who will use the funds to increase commercial and entrepreneurial activity in the Area, which will in turn help remediate blighting influences.	2018-2025	\$200,000	The City’s support of the Mill Race Center will allow the Mill Race Center to increase commercial and entrepreneurial activity in the Area, which will in turn help remediate blighting influences.

AMENDMENT NO. 5 ONGOING URBAN RENEWAL PROJECT

The following item has been previously approved by the adoption of Amendment No. 5 to the Downtown Development Area Urban Renewal Plan in 2018 and is continuing:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Visioning and Zoning Code Update for Downtown Cedar Falls, including that portion included in the Downtown Development Area Urban Renewal Area. This includes professional services related to developing a detailed vision plan and an associated zoning ordinance for Downtown Cedar Falls and near neighborhoods.	2018-2021	\$250,000 (Representing that portion of the total costs associated with planning for the Urban Renewal Area)	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

PROPOSED URBAN RENEWAL PROJECTS
(AMENDMENT NO. 6)

Although certain project activities may occur over a period of several years, in addition to the projects previously proposed in the Downtown Development Area Urban Renewal Plan, as previously amended, the Proposed Urban Renewal Projects under this Amendment include:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Installation of public security cameras within the Urban Renewal Area.	2020-2033	\$300,000	Promote economic development growth and redevelopment of blighted properties within the Area by increasing safety for business owners, employees, and patrons within the Area.

Tax Rebate or Other Incentive Agreements:			
Tax Rebate or other Incentive Agreements for future City Council approved agreements.	2020-2037	\$9,000,000	Remediation, stabilization, and removal of blight, and the return of properties to useful condition for public facilities or private development, which private development of commercial, retail and/or residential projects would generate increased taxable valuation.

DEBT

1.	Constitutional debt limit:	\$163,389,318
2.	Current outstanding general obligation debt:	\$11,670,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Ongoing/Updated and Proposed Urban Renewal Projects (Amendment No. 6) has not yet been determined. This document is merely for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Ongoing/Updated and Proposed Urban Renewal Projects as described above will be approximately as follows:	<p>Ongoing/Updated Projects: \$41,600,000</p> <p>Proposed Projects (Amendment No. 6): \$9,300,000</p>

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Downtown Development Area Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Amendment No. 6 to the Downtown Development Area Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Downtown Development Area Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council

The use of incremental property tax revenues in the Area, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. Specifically, the division of revenues shall continue in the Area for the maximum period allowed by law.

The Urban Renewal Area (and all subareas) has no statutorily required sunset because the Area is designated as appropriate for blight remediation. Therefore, the collection of incremental tax revenues within the Urban Renewal Area shall continue until terminated by the City Council.

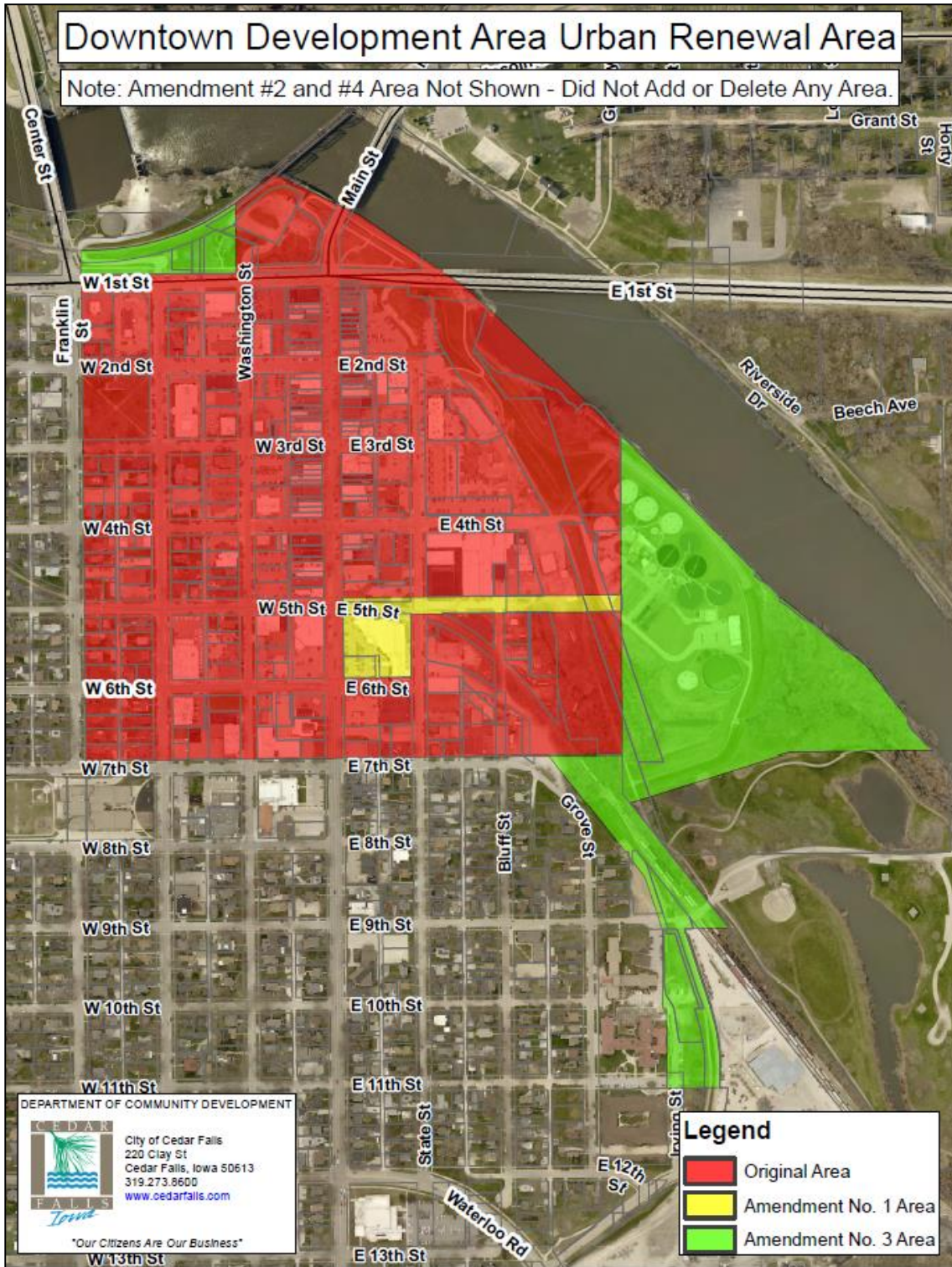
REPEALER

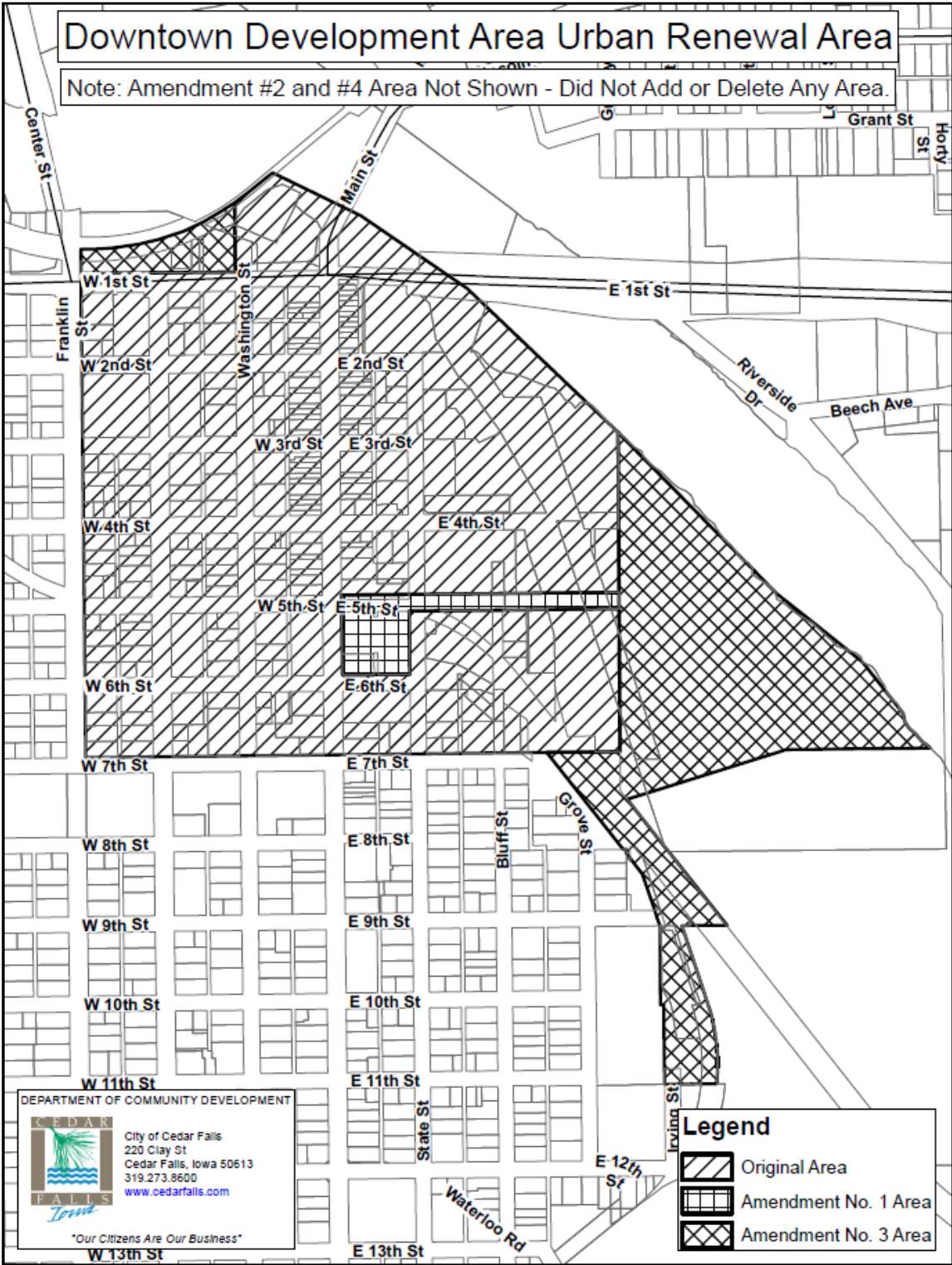
Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A Maps of Downtown Development Area Urban Renewal Area





CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01794127-1\10283-167

**ADMINISTRATION**

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

MEMORANDUM

TO: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator *SG*
DATE: November 24, 2020
SUBJECT: Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Amendment No. 6 to the Downtown Development Area Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from November 24, 2020 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the December 21, 2020 public hearing.

Please let me know if you have any questions.

**ADMINISTRATION**

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

MEMORANDUM

TO: Jacqueline Daniels, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator
DATE: November 24, 2020
SUBJECT: Consultation Session Minutes
Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban
Renewal Plan

On Tuesday, November 24, 2020, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Economic Development Coordinator

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "Shane Graham", is written over a light blue horizontal line.

Shane Graham,
Economic Development Coordinator



ADMINISTRATION

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

MEMORANDUM

TO: Jacqueline Daniels, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator
DATE: November 24, 2020
SUBJECT: Consultation Session Minutes
Amendment No. 6 to the Downtown Development Area Urban Renewal Plan

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Submitted by,

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Shane Graham,
Economic Development Coordinator

**Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Plan and Amendment No. 6 to the Downtown
Development Area Urban Renewal Plan**

Consultation Session
November 24, 2020 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #6 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
3. Summary of Amendment #6 to the Downtown Development Area Urban Renewal Plan
4. Implementation Schedule
5. Questions
6. Adjourn



ADMINISTRATION

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
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MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: December 11, 2020
SUBJECT: Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

At its November 16, 2020 meeting, City Council set a date of consultation and public hearing on the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. As staff has noted on prior occasions, changes to Urban Renewal legislation (TIF) effective July 1, 2012 require that an Urban Renewal Plan Amendment be adopted by City Council to address ongoing or new development projects/costs proposed within an existing Urban Renewal Area.

In December 2012 the Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. As City Council may recall, Unified Plan Amendment No. 1 “linked” the existing Cedar Falls Industrial Park to the Northern Cedar Falls Industrial Park using the Highway 58 Corridor as the linkage conduit. The primary objectives of establishing Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan were:

1. To link the two Industrial Park areas so the City could maximize the use of incremental tax revenue and more quickly pay off debt.
2. To complete and plan for infrastructure projects (both City and CFU) within the Highway 58 Corridor including proposed major future improvements at the Highway 58/Viking Road intersection.

Most recently, in December of 2018, the Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary objective of Amendment No. 5 was to add property to the Urban Renewal Area and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

For the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the primary objective is to update and modify the status and budget figures of certain previously identified

projects within the Urban Renewal Area (mainly infrastructure and utility improvements within the Urban Renewal Area).

With the above information noted, a copy of the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Amendment No. 6 and related documents were drafted by city staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for all potential projects that **may** occur within the Unified Urban Renewal Area over the next 1-5 years. To the best of our ability, staff is trying to identify as many potential future projects to minimize the need for constant plan amendments. However, the reality is that Plan Amendments will likely occur every 12+/- months to address completed projects and new projects identified through the City's annual CIP process.

Part of the legal requirement for an Urban Renewal Plan Amendment is to notify the local taxing entities (in this case Black Hawk County, Cedar Falls School District and Dike-New Hartford School District) and conduct a "consultation session" to discuss the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. A copy of the Minutes from the November 24, 2020 consultation session is attached along with the meeting agenda.

It is recommended that City Council adopt the following:

1. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

If you have any questions pertaining to this memorandum, please let me know.

xc: Ron Gaines, PE, City Administrator
Nathan Overberg, Ahlers Law Office

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

December 21, 2020

7:00 P.M.

Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Public hearing on the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

December 21, 2020

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, the Mayor first asked for the report of the Economic Development Coordinator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Economic Development Coordinator, or his delegate with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of objections here }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 18,377, adopted December 10, 2012, the City unified the existing Cedar Falls Industrial Park Urban Renewal Area and the Cedar Falls Northern Industrial Park Urban Renewal Area, and approved and adopted Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Area" or "Unified Urban Renewal Area") described therein, which Plan, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, the Urban Renewal Plan has subsequently been amended four times, most recently by the adoption of Amendment No. 5 to the Urban Renewal Plan, adopted by Resolution No. 21,368 on December 17, 2018; and

WHEREAS, this Unified Urban Renewal Area currently includes and consists of:

Industrial Park Urban Renewal Area (1990)

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Expanded Industrial Park Urban Renewal Area
Amendment No. 1 (1995)**

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2nd Addition; thence South to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

and

**Industrial Park Urban Renewal Area
Amendment No. 2 (2003)**

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19=13@ West a distance of 85.00 feet; thence North 00°39=19@ West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19=13@ East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39=19@ East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19=13@ West a distance of 85.00 feet; thence North 80°54=49@ West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40=47@ West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19=13@ East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39=19@ East for the purpose of this description.

and

Northern Cedar Falls Industrial Park Urban Renewal Area - 2009

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

and

Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2,

Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain’s Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain’s Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain’s Corner to the Northwest corner of said Blain’s Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain’s Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-

of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence

Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of

the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot

41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

and

**Amendment No. 2 to the Cedar Falls
Unified Highway 58 Corridor Urban Renewal Area**

No land was added or removed by Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

**Amendment No. 3 to the Cedar Falls
Unified Highway 58 Corridor Urban Renewal Area**

No land was added or removed by Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

**Amendment No. 4 to the Cedar Falls
Unified Highway 58 Corridor Urban Renewal Area**

Land removed by Amendment No. 4:

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;

thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;

thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;
 thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;
 thence along the East line of said Section 36 South to the Southeast corner of said Section 36;
 thence along the South line of said Section 36 West to the Northeast corner of said Section 2;
 thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;
 thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;
 thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;
 thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;
 thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;
 thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;
 thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;
 thence along said South line East to the Southeast corner of said Tract A;
 thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;
 thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;
 thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;
 thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;
 thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

And also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

Land Added by Amendment No. 4:

That part of the Viking Road right of way lying in the Southeast Quarter (SE ¼) of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Southeast corner of said Southeast Quarter;

thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;

thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;

thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;

thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

That part of the Viking Road right of way lying in the South Half (S 1/2) of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 26;

thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;

thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;

thence along said South line West to the Point of Beginning;

and also,

That part of Viking Road right of way lying in the South Half (S ½) of Sections 27, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

Beginning at the Southeast corner of said Section 27;

thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;

thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;

thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

thence Westerly along said right of way to the West line of the corporate limits of Cedar Falls, Iowa;

thence South along said corporate limits to the South line of said Section 27;

thence Easterly along said South line to the Point of Beginning.

Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area

Land Added by Amendment No. 5:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

WHEREAS, a proposed Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment") for the Urban Renewal Area has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add projects and to update and modify the status and budget figures of certain previously identified projects within the Unified Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 adds no new land to the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6; and

WHEREAS, by resolution adopted on November 16, 2020, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Coordinator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Cedar Falls, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan of the City of Cedar Falls, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan for the City of Cedar Falls, State of Iowa"; Amendment No. 6, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 21st day of December, 2020.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

Exhibit 1

AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

Cedar Falls Industrial Park Urban Renewal Area (1990)
Expanded Industrial Urban Renewal Area (1995) – Amendment #1
Cedar Falls Industrial Park Urban Renewal Area (2003) – Amendment #2
Northern Cedar Falls Industrial Park Urban Renewal Plan (2009)
Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2012)
Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2014)
Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2016)
Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2018)
Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Area (2018)
**Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban
Renewal Area (2020)**

**AMENDMENT NO. 6 TO THE
CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

In 1990, the City of Cedar Falls (“City”) established the Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 8196. The urban renewal plan for the Cedar Falls Industrial Park Urban Renewal Area was amended two times, with the adoption of Amendment No. 1 to that area in 1995, approved by Resolution No. 10,224, and Amendment No. 2 to that area in 2003, approved by Resolution No. 13,862.

In 2009, the City established the North Cedar Falls Industrial Park Urban Renewal Area with the adoption of an urban renewal plan for that area, approved by Resolution No. 16,631.

In 2012, the City unified the Cedar Falls Industrial Park Urban Renewal Area and the North Cedar Falls Industrial Park Urban Renewal Area, creating the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the “Unified Area” or “Unified Urban Renewal Area”), with the adoption of Amendment No. 1 (“Amendment No. 1”) to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”), approved by Resolution No. 18,337. The Unified Urban Renewal Area has been amended four times since its unification, by Amendment No. 2 to the Urban Renewal Plan (“Amendment No. 2”), approved in 2014 by Resolution No. 19,263, by Amendment No. 3 to the Urban Renewal Plan (“Amendment No. 3”), approved in 2016 by Resolution No. 19,963, by Amendment No. 4 to the Urban Renewal Plan (“Amendment No. 4”), approved in 2018 by Resolution No. 21,079, and by Amendment No. 5 to the Urban Renewal Plan (“Amendment No. 5”), approved in 2018 by Resolution No. 21,368.

This Unified Urban Renewal Plan is being further amended by this Amendment No. 6 to the Urban Renewal Plan (“Amendment” or “Amendment No. 6”) to add projects and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

Except as modified by this Amendment No. 6, the provisions of Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

There is no new property being added to the Urban Renewal Area by this Amendment. For illustrative purposes and reader convenience, the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area map is attached to this Amendment as Exhibit A.

AREA DESIGNATION

With the adoption of this Amendment No. 6, the City continues to designate the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial development (including but not limited to corporate office and technology projects).

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. The Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, and this Amendment No. 6, is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in Amendment No. 6 also are consistent with the Cedar Falls Comprehensive Plan.

This Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan does not change or in any way replace the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Unified Urban Renewal Area is set forth in this Urban Renewal Plan, as amended. As the Unified Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROJECT AREA OBJECTIVES

This Amendment makes no change to the Project Area Objectives for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

TYPE OF RENEWAL ACTIVITIES

This Amendment makes no change to the Types of Renewal Activities for the Unified Urban Renewal Area as outlined in the Plan, as previously amended.

AMENDMENT NO. 1 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 1 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2020:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to roadways in Phase III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$1,483,869
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$750,000
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000

Phase II construction for Leverage Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000
Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 <i>(Completed since Amendment No. 3)</i>
Cedar Falls Mayor’s Pedestrian Bridge Crossing at Greenhill Road and Highway 58	Economic Development- promotion of commercial/industrial	\$3,000,000 <i>(Completed since Amendment No. 4)</i>
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development- promotion of commercial/industrial	\$309,129 <i>(Completed since Amendment No. 5)</i>
	TOTAL:	\$14,352,120

ONGOING URBAN RENEWAL PROJECTS (AS UPDATED THROUGH AMENDMENT NO. 6):

The following projects originally approved in Amendment No. 1 to the Urban Renewal Plan and updated by subsequent amendments have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) Development and Tax Rebate Agreements:		
Development and Tax	Economic Development-	\$6,000,000

Rebate Agreements for future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	promotion of commercial/industrial	(Amendment No. 6 adds \$2,500,000)
2) Land Acquisitions:		
City land acquisitions to accommodate future economic development growth and job creation within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$12,500,000 (Amendment No. 6 adds \$5,000,000)
3) Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with economic development projects occurring within the Urban Renewal Area.	Economic Development-promotion of commercial/industrial	\$350,000
4) City Identified Capital Improvement Projects:		
GIS mapping hardware and software allocated to the Urban Renewal Plan Area along with consultant fees for the development of mapping and data collection for areas within the Urban Renewal Plan Area.	Economic Development-promotion of commercial/industrial	\$100,000
Northern Cedar Falls Industrial Park insurance and maintenance for operation of the existing rail spur and future additional rail.	Economic Development-promotion of commercial/industrial	\$500,000 (Amendment No. 6 adds \$250,000)
Industrial Park Signage Program to include the	Economic Development-promotion of	\$200,000

<p>installation of new signage in the Northern Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area. Provides for a cohesive theme for both Industrial Parks.</p>	<p>commercial/industrial</p>	
<p>Sanitary sewer and other necessary infrastructure extensions for economic development growth within the Urban Renewal Area.</p>	<p>Economic Development-promotion of commercial/industrial</p>	<p>\$10,000,000 (Amendment No. 6 adds \$5,500,000)</p>
<p>Highway 58 and Viking Road Intersection Improvements to include the study, design, construction of an interchange at the intersection of Highway 58 and Viking Road.</p>	<p>Economic Development-promotion of commercial/industrial</p>	<p>\$11,250,000 (Amendment No. 4 added \$1,250,000)</p>
<p>Streetscape and public art installation and/or related in infrastructure to the installation that could include median, shoulder and roundabout improvements along Ridgeway Avenue, Hudson Road, Highway 58, Viking Road, or other areas within the Urban Renewal Area.</p>	<p>Economic Development-promotion of commercial/industrial</p>	<p>\$375,000</p>
<p>5) Cedar Falls Utilities TIF Expenses:</p>		
<p>Additional gas utility installations and relocations necessary to accommodate future economic development</p>	<p>Economic Development-promotion of commercial/industrial</p>	<p>\$2,150,000 (Amendment No. 6 adds \$600,000)</p>

and growth within the Urban Renewal Area.		
Additional water utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$5,600,000 (Amendment No. 6 adds \$2,000,000)
Additional communication utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area.	Economic Development-promotion of commercial /industrial	\$2,800,000 (Amendment No. 3 added \$100,000) (Amendment No. 5 added \$100,000)
	TOTAL for Ongoing Projects in Amendment No. 1:	\$51,825,000

The previously approved projects originally identified in Amendment No. 1 had a total estimated cost to be reimbursed through incremental tax revenues of \$54,755,000 at the time Amendment No. 1 was adopted. The updated total of \$51,825,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 6.

AMENDMENT NO. 2 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 2 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
2015/2016 Pavement Management Program including but not limited to	Economic Development – promotion of commercial/industrial	\$584,711

<p>Asphalt Overlays of Commerce Drive from Chancellor Drive to end of new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive</p>		
<p>2) Cedar Falls Utilities TIF Expenses</p>		
<p>Additional electrical production, distribution and transmission necessary to accommodate ongoing development and growth within the Urban Renewal Area. Includes balance of debt certification for Walter Scott #4 Generator and new future electrical debt by Cedar Falls Utilities.</p>	<p>Economic Development – promotion of commercial/industrial</p>	<p>\$10,000,000</p>
<p>2016-2018 Pavement Management Program for Full Panel Replacement and manholes within the Urban Renewal Area including but not limited to Nordic Drive South, Chancellor Drive, Enterprise Drive, Savannah Park Road, Performance Drive, Shawnee Road, Westminster Drive, Greenhill Road, Ridgeway Avenue East, Ridgeway Avenue West and Nordic Drive North.</p>	<p>Economic Development – promotion of commercial/ industrial</p>	<p>\$900,000</p>
	<p>TOTAL:</p>	<p>\$11,484,711</p>

ONGOING URBAN RENEWAL PROJECTS (UPDATED THROUGH AMENDMENT NO. 6):

The following projects originally approved in Amendment No. 2 to the Urban Renewal Plan and updated by subsequent amendments have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway and Ridgeway Avenue. Includes design, construction and related project expenses.	Economic Development – promotion of commercial/ industrial	\$200,000
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City’s Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$600,000 <i>(Amendment No. 5 added \$200,000)</i>
	TOTAL for Ongoing Projects in Amendment No. 2:	\$850,000

The previously approved projects originally identified in Amendment No. 2 had a total estimated cost to be reimbursed through incremental tax revenues of \$12,134,711 at the time Amendment No. 2 was adopted. The updated total of \$850,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 6.

AMENDMENT NO. 3 URBAN RENEWAL PROJECTS

COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:

The following projects originally listed in Amendment No. 3 to the Urban Renewal Plan have been completed and/or their actual debt amounts fully certified by the City of Cedar Falls through 2017:

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Dry Run Creek Sanitary Sewer Improvements including replacing 5,400' of sewer main ranging from 30" to 42" and rehabilitating 1,760' of 36" sewer main due to showing signs of failure. Only those portions of the improvements that fall within the Urban Renewal Area are eligible for reimbursement. It has been determined that 38% of the total project falls within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$4,500,000
2016-2018 Pavement Management Program including but not limited to Asphalt Overlays of Technology Parkway from Hudson Road to Chancellor Drive, Westminster Drive from Nordic Drive to west approximately 1,500' to curve, and other overlay projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$800,000
University Avenue/Highway 58 Interchange reconstruction within the Urban Renewal Area including but not limited	Economic Development – promotion of commercial/industrial	\$8,000,000

to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.		
	TOTAL:	\$13,300,000

ONGOING URBAN RENEWAL PROJECTS (UPDATED THROUGH AMENDMENT NO. 6):

The following projects originally approved in Amendment No. 3 to the Urban Renewal Plan and updated in subsequent amendments have not yet been completed and may occur over a period of 1-5 years or more:

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
1) City Identified Improvement Projects		
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$10,000,000 <i>(Amendment No. 6 adds \$7,500,000)</i>
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$6,000,000 <i>(Amendment No. 5 added \$2,000,000)</i> <i>(Amendment No. 6 adds \$2,000,000)</i>
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban	Economic Development— promotion of commercial/industrial	\$2,000,000 <i>(Amendment No. 5 added \$500,000)</i> <i>(Amendment No. 6 adds \$1,000,000)</i>

Renewal Area.		
Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Viking Road and other road extension or reconstruction projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$1,500,000 <i>(Amendment No. 6 adds \$750,000)</i>
2) Cedar Falls Utilities TIF Projects		
Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$9,800,000 <i>(Amendment No. 5 added \$7,000,000)</i>
	TOTAL for Ongoing Projects in Amendment No. 3:	\$29,300,000

The previously approved projects originally identified in Amendment No. 3 had a total estimated cost to be reimbursed through incremental tax revenues of \$21,850,000 at the time Amendment No. 3 was adopted. The updated total of \$29,300,000 noted above has been adjusted to remove the costs of fully-certified projects and account for increases in estimated project costs that are identified in this Amendment No. 6.

PROPOSED URBAN RENEWAL PROJECTS
(AMENDMENT NO. 6)

Although certain project activities may occur over a period of several years, in addition to the projects previously proposed in the Unified Highway 58 Corridor Urban Renewal Plan, as previously amended, the Proposed Urban Renewal Projects under this Amendment include:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Reconstruction of W. Viking Road from just west of Production Drive to S. Union Road, including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm	2020-2024	\$5,000,000	Economic Development – promotion of commercial/industrial

sewer, sanitary sewer, street lights, water main, sidewalks, landscaping, design and construction related inspection.			
Construction of a pedestrian trail along W. Viking Road from Hudson Road to S. Union Road, and other areas within the Urban Renewal Area. Includes design, construction and related project expenses.	2020-2030	\$2,000,000	Construction of pedestrian trails within the Urban Renewal Area will increase the quality of life for employers/employees within the Area, and will help to attract new employers and employees to the Area.
Land preparation for industrial/commercial development within the Urban Renewal Area, including design, construction and related project expenses.	2020-2030	\$6,000,000	Economic Development – promotion of commercial/industrial
Greenhill Road/Highway 58 Interchange construction within the Urban Renewal Area including but not limited to the reconstruction of the road, right-of-way, roundabouts, ramps, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.	2024-2030	\$10,000,000	Economic Development – promotion of commercial/industrial
Relocation of a sanitary sewer main located in the Northern Cedar Falls Industrial Park	2020-2030	\$700,000	Economic Development – promotion of commercial/industrial
Installation of public security cameras within the Urban Renewal Area.	2020-2030	\$300,000	Promote economic development growth and redevelopment of properties within the Area by increasing safety for business owners, employees, and patrons within the Area.
	Total	\$24,000,000	

FINANCIAL DATA

Constitutional debt limit: \$163,389,318
 Current general obligation debt: \$11,670,000

**PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS
OR BONDS TO BE INCURRED**

A specific amount of actual debt to be incurred for the Proposed Projects in this Amendment No. 6 and the previously approved on-going projects (Amendments No. 1, 2, 3) as updated through this Amendment No. 6 has not yet been determined. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the future costs to be certified for reimbursement through tax increment revenues for those projects proposed in this Amendment No. 6, as well as the ongoing projects from Amendments No. 1, 2, 3, as updated through this Amendment No. 6, will not exceed in total \$105,975,000.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Unified Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Code of Iowa, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Unified Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants

of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Code of Iowa, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Unified Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Unified Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

The City may finance or assist with financing the cost of land acquisitions in the Unified Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives and renewal activities.

REPEALER AND SEVERABILITY

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, addition of new or modification of existing urban renewal projects, deletion of completed urban renewal projects, modification to urban renewal project costs, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

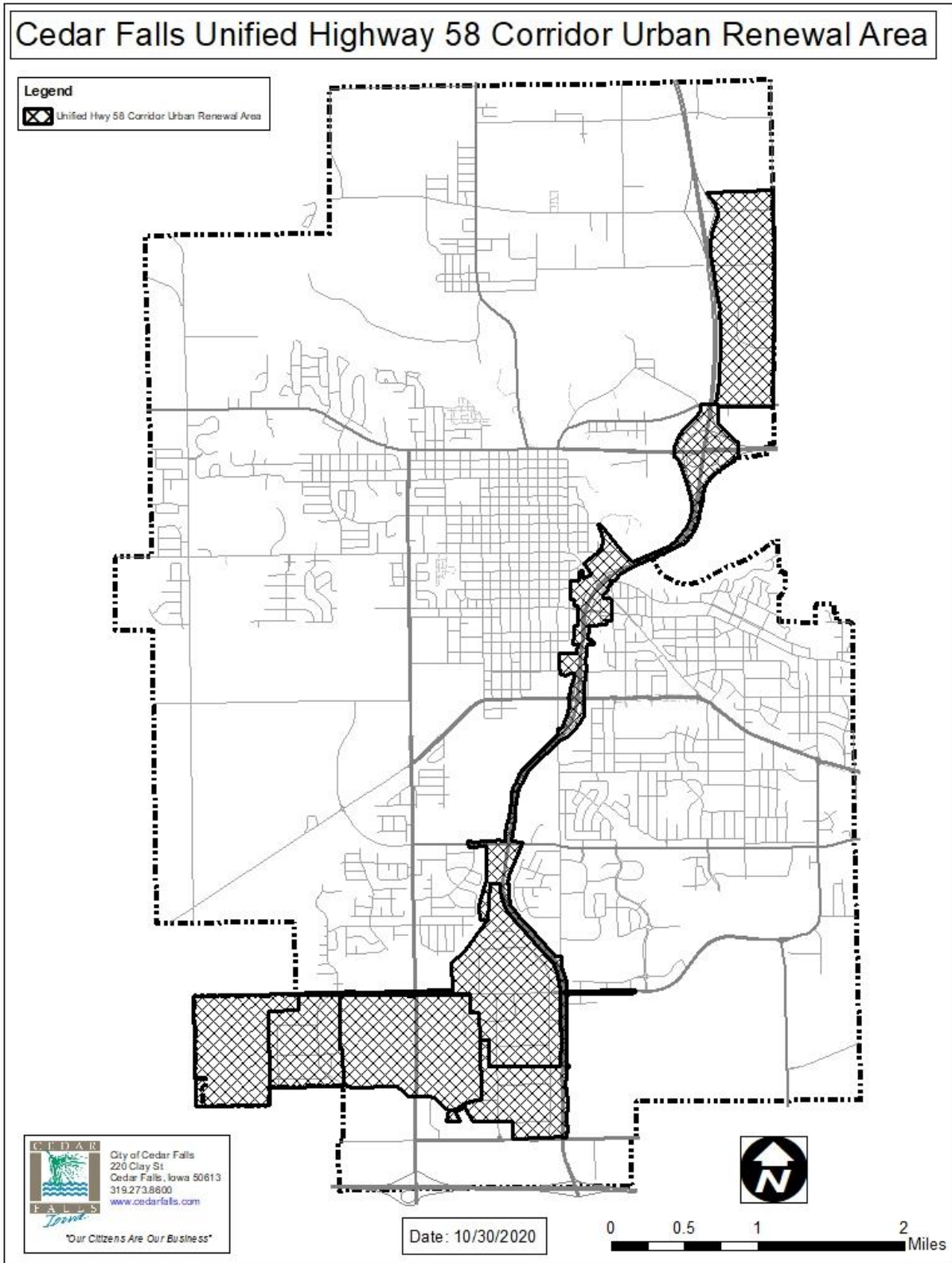
This Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council. This Amendment No. 6 is making no changes to the effective dates or the duration of any division of revenue from any already existing subareas or amendment areas of the Unified Urban Renewal Area, as amended.

The division of revenues shall continue on the Unified Urban Renewal Area for the maximum period allowed by law.

It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out in the Unified Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A MAP OF THE UNIFIED URBAN RENEWAL AREA, AS AMENDED



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01792111-1\10283-180

**ADMINISTRATION**

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

MEMORANDUM

TO: Jacqueline Danielsen, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator *SG*
DATE: November 24, 2020
SUBJECT: Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and Amendment No. 6 to the Downtown Development Area Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from November 24, 2020 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the December 21, 2020 public hearing.

Please let me know if you have any questions.

**ADMINISTRATION**

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

MEMORANDUM

TO: Jacqueline Daniels, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator
DATE: November 24, 2020
SUBJECT: Consultation Session Minutes
Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban
Renewal Plan

On Tuesday, November 24, 2020, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Economic Development Coordinator

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "Shane Graham", is written over a light blue horizontal line.

Shane Graham,
Economic Development Coordinator



ADMINISTRATION

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

MEMORANDUM

TO: Jacqueline Daniels, MMC, City Clerk
FROM: Shane Graham, Economic Development Coordinator
DATE: November 24, 2020
SUBJECT: Consultation Session Minutes
Amendment No. 6 to the Downtown Development Area Urban Renewal Plan

On Tuesday, November 24, 2020, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement Amendment No. 6 to the Downtown Development Area Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Economic Development Coordinator

Since no other parties attended the consultation session after prior notice by mail, Mr. Graham ended the consultation session at 11:15 a.m.

Submitted by,

A handwritten signature in blue ink, appearing to read "Shane Graham".

Shane Graham,
Economic Development Coordinator

**Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor
Urban Renewal Plan and Amendment No. 6 to the Downtown
Development Area Urban Renewal Plan**

Consultation Session
November 24, 2020 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #6 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
3. Summary of Amendment #6 to the Downtown Development Area Urban Renewal Plan
4. Implementation Schedule
5. Questions
6. Adjourn

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matt Feuerhelm PE, Principal Engineer

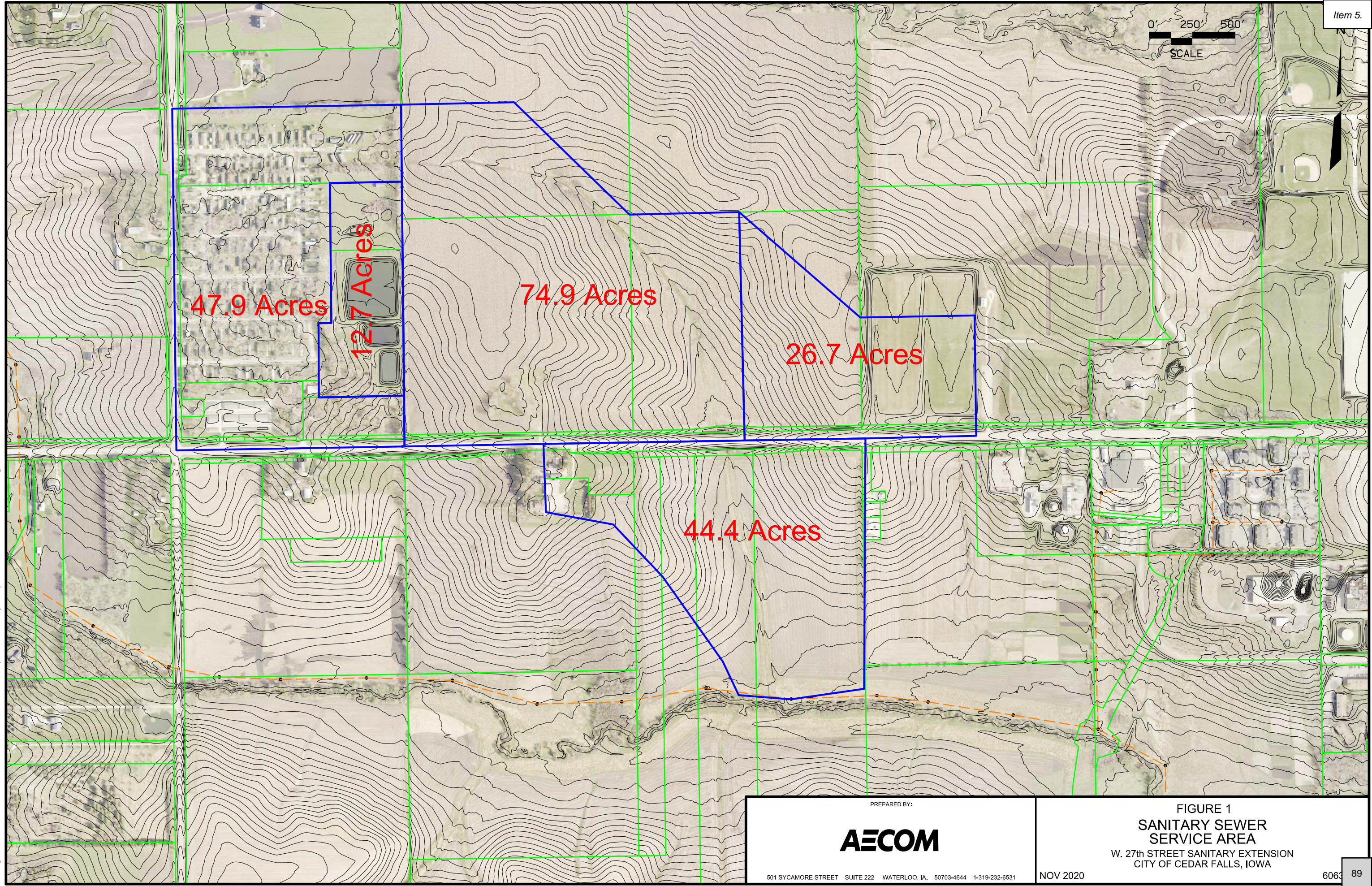
DATE: December 14, 2020

SUBJECT: West 27th Street Sanitary Sewer Extension
City Project Number RC-000-3240
Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to extend sanitary sewer service prior to the West 27th Street Reconstruction project. The proposed sanitary sewer extension will be a separate construction contract and is planned to be constructed in 2021 with street improvements to follow in 2022-2023. The proposed sewer extension will serve the proposed Cedar Falls High School site along with future residential development north of West 27th Street and east of Union Road. The project will require the acquisition of temporary and permanent easements from three (3) properties to complete construction.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

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



Item 5.

PREPARED BY:

AECOM

501 SYCAMORE STREET SUITE 222 WATERLOO, IA. 50703-4644 1-319-232-6531

NOV 2020

FIGURE 1
SANITARY SEWER
SERVICE AREA
W. 27th STREET SANITARY EXTENSION
CITY OF CEDAR FALLS, IOWA

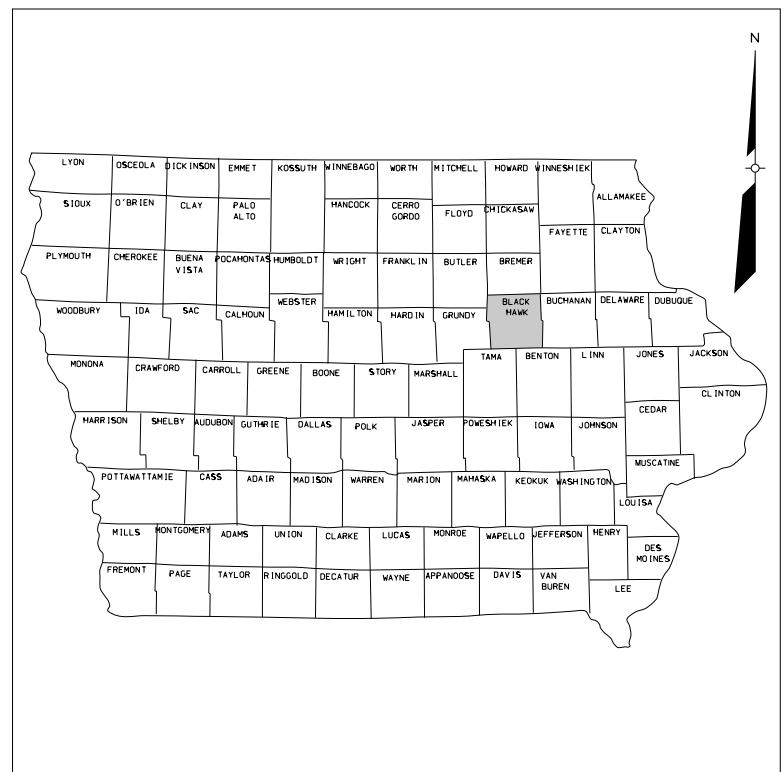
W. 27th STREET SANITARY SEWER EXTENSION

PRELIMINARY DRAWINGS
CEDAR FALLS, IOWA
JANUARY 2021

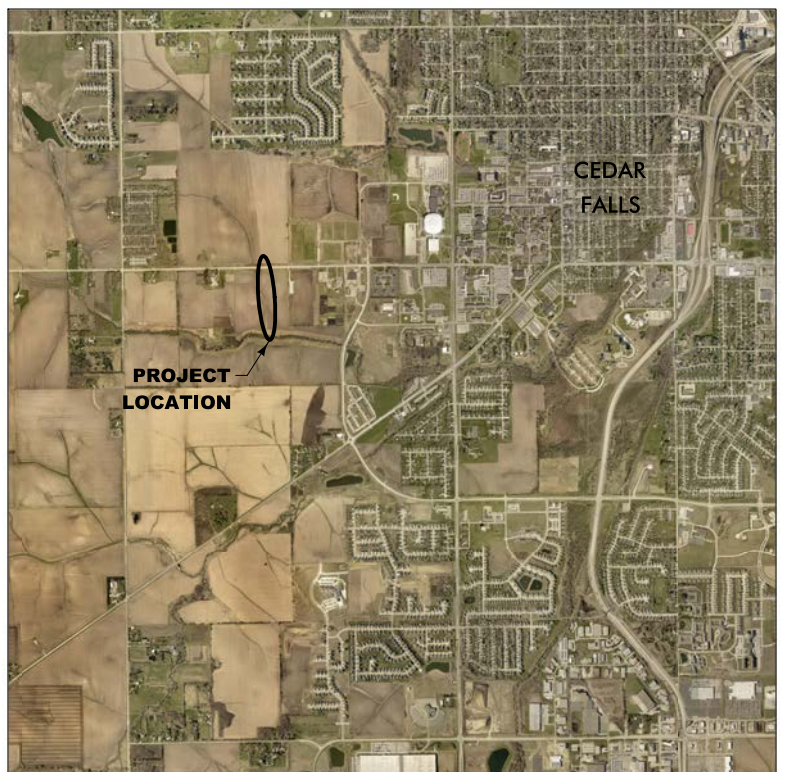
CITY PROJECT NO. RC-000-3240



This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The contractor shall carry out the terms and conditions of General Permit No. 2 and the storm water pollution prevention plan which is a part of these contract documents. Refer to the Standard Specifications for additional information.



VICINITY MAP - STATE OF IOWA
NTS



LOCATION MAP - WEST CEDAR FALLS, IA
NTS

INDEX OF SHEETS	
No.	DESCRIPTION
A Sheets	Title Sheets
A.1	Title Sheet
B Sheets	Typical Cross Sections and Details
B.1	Typical Cross Sections and Details
C Sheets	Quantities and General Information
C.1	Estimated Quantities and Estimate Reference
MSA Sheets	Sanitary Sewer Sheets
* M.1	Plan & Profile Legend & Symbol Information Sheet
M.2	Sanitary Sewer General Notes
* M.3	Sanitary Sewer Plan and Profile
	* Color Plan Sheets

Material: Iowa
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PREPARED FOR

CITY OF CEDAR FALLS



220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-268-5161



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.

R. S. HILLMAN
License Number: 296

Preliminary

11/20/2020 3:29:46 PM

PREPARED BY

AECOM

501 SYCAMORE STREET, SUITE 222
WATERLOO, IOWA 50703

T 319.232.6531 F 319.232.0271

ESTIMATED QUANTITIES				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ACTUAL QUANTITY
1	MOBILIZATION	LS	1.0	
2	TRAFFIC CONTROL	LS	1.0	
3	CLEARING AND GRUBBING	ACRE	0.2	
4	CONSTRUCTION ENTRANCE	SY	175.0	
5	FIELD FENCE, REMOVAL AND REINSTALL	LF	255.0	
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 8 INCH	LF	8.0	
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 12 INCH	LF	8.0	
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 15 INCH	LF	1,644.0	
9	MANHOLE, SW-301, 48 INCH	EA	5.0	
10	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.0	
11	SUBDRAIN, TILE, REPAIR LESS THAN 10 INCH	EA	3.0	
12	TEMPORARY PAVEMENT, 7 INCH	SY	214.0	
13	GRANULAR SUBBASE, 12 INCH	SY	251.0	
14	PAVEMENT REMOVAL	SY	214.0	
15	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 3 SEED MIX	ACRE	0.65	
16	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 5 SEED MIX	ACRE	0.65	
17	SILT FENCE, INSTALLATION	LF	1,555.0	
18	SILT FENCE, MAINTENANCE	LF	1,555.0	
19	SILT FENCE, REMOVAL	LF	1,555.0	
20	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)	SY	600.0	
21	SWPPP MANAGEMENT	LS	1.0	

ESTIMATE REFERENCE

ALL ITEMS NECESSARY FOR CONSTRUCTION THAT ARE NOT SPECIFICALLY CALLED OUT IN THE FOLLOWING BID ITEM NOTES ARE CONSIDERED INCIDENTAL TO THE PROJECT.


- MOBILIZATION - LUMP SUM PRICE SHALL BE AS DEFINED IN SUDAS 11020.1.02. MEASUREMENT AND PAYMENT SHALL BE IN ACCORDANCE WITH SUDAS 11020.1.08.A.2.
- TRAFFIC CONTROL - LUMP SUM PRICE SHALL INCLUDE FURNISHING MISCELLANEOUS TRAFFIC CONTROL DEVICES, SUCH AS SIGNS, BARRICADES, FLASHERS, PYLONS AND FLAGGERS REQUIRED FOR CONSTRUCTION ACTIVITIES. CONTRACTOR'S TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE CURRENT EDITION OF MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS) IN EQUIPMENT AND PLACEMENT. COMPLY WITH SUDAS 1070.2.06 AND REFERENCE SUDAS DETAIL 8030.116. THE PRICE INCLUDES SETUP, REMOVAL AND MAINTENANCE OF THE REQUIRED TRAFFIC CONTROL DEVICES. W. 27TH STREET ROAD CLOSURE WILL BE LIMITED TO 30-CALENDAR DAYS.
- CLEARING AND GRUBBING - UNIT PRICE PER ACRE INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR CLEARING AND GRUBBING PER THE REQUIREMENTS OF SUDAS 2010. PROPER DISPOSAL OF DEBRIS OFF-SITE IS INCLUDED PER SUDAS 10010.
- CONSTRUCTION ENTRANCE - REFER TO SUDAS 9040.120. THIS SHALL BE PLACED AT THE FIELD ENTRANCE.
- REMOVAL AND REINSTALLATION OF FENCE, FIELD - REFER TO IOWA DOT STANDARD SPECIFICATIONS 2519 AND STANDARD DETAIL MI-103. UNIT PRICE PER LINEAR FOOT FOR FIELD FENCE WILL BE FULL COMPENSATION FOR REMOVING AND REINSTALLING FENCE AND REPLACEMENT OF ANY FENCE PARTS THAT ARE NOT ABLE TO BE SALVAGED AND REINSTALLED.
- 6-8. SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS 8, 12, AND 15-INCH - UNIT PRICE PER LINEAR FOOT INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR INSTALLATION OF SANITARY SEWER GRAVITY MAIN. WORK INCLUDES, BUT IS NOT LIMITED TO, EXCAVATION AND BACKFILL, PIPE BEDDING AND PIPE. COMPLY WITH THE REQUIREMENTS OF SUDAS 3010 AND 4010. FLEXIBLE GRAVITY PIPE TRENCH BEDDING SHALL COMPLY WITH F-3 PER SUDAS FIGURE 3010.103. PIPE MATERIALS SHALL COMPLY WITH SUDAS 4010.2.01.B. BYPASS PUMPING NEEDED DURING CONNECTION TO EXISTING COLLECTION SYSTEM COMPONENTS IS CONSIDERED INCIDENTAL TO THIS ITEM. SANITARY SEWER BEDDING SHALL BE CLASS I MATERIAL PER SUDAS SECTION 3010, 2.02, A AS AMENDED BY THE CITY OF CEDAR FALLS CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL PAGE 5 SUPPLEMENTAL SPECIFICATIONS. MATERIAL SHALL BE PLACED PER FIGURE 3010.103, CLASS F-3, E, FUTURE LINES SHALL BE CAPPED AND SHALL BE INCIDENTAL TO PIPE PLACEMENT.
- MANHOLE, SW-301, 48 INCH - UNIT PRICE FOR EACH INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR EACH MANHOLE INSTALLED. WORK INCLUDES, BUT IS NOT LIMITED TO, EXCAVATION AND BACKFILL, AND PIPE CONNECTIONS. COMPLY WITH THE REQUIREMENTS OF SUDAS 6010 AND FIGURE 6010.301.
- CONNECTION TO EXISTING SANITARY MANHOLE - UNIT PRICE FOR EACH INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR CONNECTION TO EACH EXISTING MANHOLE AS SHOWN ON THE PLANS. WORK INCLUDES, BUT IS NOT LIMITED TO, EXCAVATION AND BACKFILL AND PIPE CONNECTION PER THE REQUIREMENTS OF SUDAS 6010. PRICE INCLUDES TEMPORARY BYPASS PUMPING, IF REQUIRED.
- SUBDRAIN, TILE, REPAIR LESS THAN 10 INCH - UNIT PRICE PER EACH INCLUDES REPLACEMENT OF TILE DISTURBED DURING CONSTRUCTION ACTIVITIES. WORK INCLUDES, BUT IS NOT LIMITED TO, EXCAVATION AND BACKFILL, SURFACE PREPARATION, COUPLINGS FOR CONNECTING DISSIMILAR PIPING MATERIALS, AND PIPE INSTALLATION. COMPLY WITH SUDAS 4040.2.01.A AND B FOR PIPE MATERIALS.
- TEMPORARY PAVEMENT, 7 INCH - UNIT PRICE PER SQUARE YARD INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR THE INSTALLATION OF PAVEMENT. WORK INCLUDES, BUT IS NOT LIMITED TO, SUBGRADE PREPARATION, HMA OR PCC PAVEMENT PLACEMENT, AND FINISHING PER SUDAS SPECIFICATION 7040 AND STANDARD DETAIL 7040.102 OR 7040.103. COMPLY WITH THE REQUIREMENTS OF SUDAS 7020 AND 7030.

- MODIFIED SUBBASE, 6 INCH - UNIT PRICE PER SQUARE YARD INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR THE PLACEMENT OF SUBBASE. WORK INCLUDES, BUT IS NOT LIMITED TO, SUBBASE PREPARATION, SUBBASE PLACEMENT (12" THICK), COMPACTION AND FINISH GRADING. COMPLY WITH SUDAS 7040-3.02.B. RESTORING SUBGRADE OR SUBBASE. COMPLY WITH SUDAS 7040-2.01.G FOR SUBBASE.
- PAVEMENT REMOVAL - UNIT PRICE PER SQUARE YARD INCLUDES LABOR, EQUIPMENT AND MATERIALS FOR REMOVAL OF PAVEMENT. DEBRIS FROM REMOVALS SHALL BE PROPERLY DISPOSED OF OFF-SITE. COMPLY WITH SUDAS 7040 AND 1010.
- SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 3 SEED MIXTURE - UNIT PRICE PER ACRE INCLUDES, BUT IS NOT LIMITED TO, LABOR, EQUIPMENT AND MATERIAL FOR HYDRAULIC SEEDING PER THE REQUIREMENTS OF SUDAS 9010 AND 9040. WORK INCLUDES SURFACE PREPARATION, FERTILIZING, SEEDBED PREPARATION, SEEDING AND MULCHING. SEED MIXTURE SHALL COMPLY WITH SUDAS 9010.2.02.C - TYPE 3 (PERMANENT WARM-SEASON SLOPE AND DITCH MIXTURE).
- SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 5 SEED MIXTURE - UNIT PRICE PER ACRE INCLUDES, BUT IS NOT LIMITED TO, LABOR, EQUIPMENT AND MATERIAL FOR HYDRAULIC SEEDING PER THE REQUIREMENTS OF SUDAS 9010 AND 9040. WORK INCLUDES SURFACE PREPARATION, FERTILIZING, SEEDBED PREPARATION, SEEDING AND MULCHING. SEED MIXTURE SHALL COMPLY WITH SUDAS 9010.2.02.E - TYPE 5 (RURAL TEMPORARY EROSION CONTROL MIXTURE).
- 17-19 .SILT FENCE - UNIT PRICE PER LINEAR FOOT INCLUDES, BUT IS NOT LIMITED TO, LABOR, EQUIPMENT AND MATERIALS FOR INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. COMPLY WITH SUDAS 9040. USE HIGH FLOW TYPE SILT FENCE MATERIAL. ONCE PROJECT IS COMPLETE PER THE REQUIREMENTS OF SUDAS, REMOVAL OF SILT FENCE IS CONSIDERED INCIDENTAL.
- TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP) - UNIT PRICE PER SQUARE YARD INCLUDES, BUT IS NOT LIMITED TO, LABOR, EQUIPMENT AND MATERIALS FOR THE INSTALLATION OF TEMPORARY ROLLED EROSION CONTROL. WORK INCLUDES EXCAVATION, INSTALLATION OF RECP, STAPLES AND ANCHORING DEVICES. COMPLY WITH SUDAS 9040. RECP MATERIAL SHALL COMPLY WITH SUDAS 9040.2.05.A.2.D - RECP TYPE 2.D. INSTALL RECP PER SUDAS FIGURES 9040.103 (SLOPES) AND 9040.104 (CHANNELS).
- SWPPP MANAGEMENT - LUMP SUM PRICE INCLUDES MANAGEMENT AND DOCUMENTATION OF THE SWPPP PER THE REQUIREMENTS OF SUDAS 9040.

DATE	NOVEMBER 2020
PROJECT NO	60637669
FILENAME	C-01.DGN
SHEET NO	
DRAWING NO	91

W. 27th STREET
 SANITARY SEWER EXTENSION
 CITY PROJECT NO. RC-000-3240
 CITY OF CEDAR FALLS, IOWA

**ESTIMATED QUANTITIES
 AND ESTIMATE REFERENCE**



501 Sycamore Street, Suite 222
 Waterloo, Iowa 50704-1497
 T 319.232.6531 F 319.232.0271
 WWW.AECOM.COM

Item 5.

DATE

CHK

DRN

BSC

REV

DESCRIPTION

PRELIMINARY LAYOUT

APP

CHK

DES

DRN

1-INCH

VERIFY SCALE IF PLAN SHEET IS REDUCED

SURVEY SYMBOLS

- FHD Fire Hydrants
- TVP TV Pedestal
- FLg Flag Poles
- BB Billboard
- SI Sign
- MM Mile Marker Post
- INB Storm Sewer Beehive Intake
- TEV Evergreen Tree
- TDC Tree Deciduous
- TFR Tree Fruit
- SHR Shrub
- PPA Power Pole Co. 1
- IN Storm Sewer Intake
- MH Utility Access (Manhole)
- TSG Traffic Signal
- OUT Tile Outlet
- TSL Traffic Signal and Luminaire
- SL Speed Limit Sign
- GP Guard Post (Less Than 4 Posts)
- MIS Miscellaneous
- TPD Telephone Pedestal
- GV Gas Valve
- EB Electrical Box
- UB Utility Box
- WV Water Valve
- PR Electric Riser Pole
- LUM Luminaire
- CUL Culvert
- LIN Miscellaneous Line
- Til Tile Line
- GDL Guard Rail Steel
- ROC Rock Outcropping
- BLD Building or Foundation
- CON Concrete or A/C Slab
- CU Back of Curb
- GU Gutter In Front of Curb
- ENP Edge Paved Entrance & Park Lot
- SWK Sidewalk
- EP Edge of Paved Roads (ML or SR)
- ENT Centerline BL of Entrance
- SH Paved Shoulder
- SNP Unpaved Shoulder
- DU Centerline Draw or Stream (Up)
- BNK Stream Bank
- EG Edge of Gravel Road
- RIP Rip-Rap
- DIK Centerline of Dike or Dam
- TLNL Tree Line Left
- TLNR Tree Line Right
- FW Wire Fence
- FWD Wood Fence
- TDL Traffic Detection Loop
- HDG Hedge Row
- D Centerline Draw or Stream (Down)
- RET Retaining Walls

UTILITY LEGEND

- E1 - ELC Underground Electric Conductor - MidAmerican
- E2 - ELC Underground Electric Secondary Conductor - MidAmerican
- E3 - ELC Traffic Signal Electric Service - Cedar Falls Utilities
- F0 - FOC Underground Fiber Optic - Cedar Falls Utilities
- F02 - FOC Underground Fiber Optic - UPN
- F05 - FOC Underground Fiber Optic - Mediacom
- F06 - FOC Underground Fiber Optic - Aereon
- F07 - FOC Underground Fiber Optic - Century Link
- G - GC Gas - MidAmerican
- San. - SANC Sanitary Sewer - Cedar Falls Utilities
- St.S. - ST.SC Storm Sewer - Cedar Falls Utilities
- TV - CTVC Cable Tv - Mediacom
- W - WLC Underground Water Line - Cedar Falls Utilities

PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design	Color No.	Description
Green	(2)		Existing Topographic Features and Labels
Blue	(1)		Proposed Alignment, Stationing, Tic Marks, and Alignment Annotation
Magenta	(5)		Existing Utilities
SHADING			
Design	Color No.	Description	
Yellow	(4)		Highlight for Critical Notes or Features
Red	(3)		Delineates Restricted Areas
Lavender	(9)		Temporary Pavement Shading
Gray, Light	(48)		Proposed Pavement Shading
Gray, Med	(80)		Proposed Granular Shading
Gray, Dark	(112)		Proposed Grade and Pave Shading "In conjunction with a paving project"
Brown, Light	(236)		Grading Shading
Tan	(8)		Proposed Sidewalk Shading
Blue, Light	(230)		Proposed Sidewalk Landing Shading
Pink	(11)		Proposed Sidewalk Ramp Shading

PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS

LINEWORK	Design	Color No.	Description
Green	(2)		Existing Ground Line Profile
Blue	(1)		Proposed Profile and Annotation
Magenta	(5)		Existing Utilities
Blue, Light	(230)		Proposed Ditch Grades, Left
Black	(0)		Proposed Ditch Grades, Median
Rust	(14)		Proposed Ditch Grades, Right

Reference Point

- Station
- Section Corner
- Ground Line Intercept
- Saw Cut
- Guardrail
- Trench Drain
- HighTension Cable Guardrail
- Sheet Pile
- Pavement Removal
- Clearing & Grubbing Area

RIGHT-OF-WAY LEGEND

- Proposed Right-of-Way
- Existing Right of Way
- Existing and Proposed Right-of-Way
- Easement and Existing Right-of-Way
- Easement (Temporary)
- Easement
- C/A Access Control
- Property Line

UTILITY CONTACTS

NAME	TYPE	LINE CODE	CONTACT	EMAIL	ADDRESS	CITY	STATE	ZIP	PHONE #
Aureon Network Services	Local Fiber Optic	FO6	Jeff Klocko	jeff.klocko@areon.com	7760 Office Plaza Drive South	West Des Moines	IA	50266	515-830-0445
Cedar Falls Engineering Services	Sanitary / Storm Sewer	San. & St.S.	Tyler Griffin	tyler.griffin@cedarfalls.com	220 Clay Street	Cedar Falls	IA	50613	319-273-8600
Cedar Falls Utilities	Electric		John Osterhaus	josterhaus@cfunet.net	215 East 15th Street	Cedar Falls	IA	50613	319-268-5298
Cedar Falls Utilities	Communications		David Schilling	david.schilling@cfunet.net	1 Utility Parkway	Cedar Falls	IA	50613-0769	319-368-5291
Cedar Falls Utilities	Gas / Water	G & W	Jerald Lukensmeyer	jlukensmeyer@cfunet.net	1 Utility Parkway	Cedar Falls	IA	50613-0769	319-268-5330
CenturyLink	Communications	FO7	Tom Sturmer	Thomas.sturmer@centurylink.com	2103 E. University Ave	Des Moines	IA	50317	515-201-4520
Iowa Communications Network	Communications		Shannon Marlow	icnoutsideplantiowaonecall@iowa.gov					800-572-3940
MediaCom	Cable TV	TV & FO5	Brian Kadner	bkadner@mediacomcc.com			IA	50702	845-544-9656
Northern Natural Gas Company	Gas Distribution	G	Jim Johnson	Jim.Johnson@nngco.com			IA		402-530-6625
Unite Private Networks	Local Fiber Optic	FO2 & FO4	Joe Kilzer	upngis@upnfiber.com		Des Moines	IA	50325	816-425-3556
University of Northern Iowa	Steam Tunnel	UNI	Jose Luis San Miguel	joseluis.sanmiguel@uni.edu	1801 W. 31st Street	Cedar Falls	IA	50614	319-273-3059

Item 5.

DATE	NOVEMBER 2020
PROJECT NO	60637669
FILENAME	MSA-01.Dgn
SHEET NO	92
DRAWING NO	MSA.T

PLAN AND PROFILE LEGEND AND SYMBOLS

W. 27th STREET
SANITARY SEWER EXTENSION
CITY PROJECT NO. RC-000-3240
CITY OF CEDAR FALLS, IOWA

AECOM
501 Sycamore Street, Suite 222
Waterloo, Iowa 50704-1497
T 319.232.6531 F 319.232.0271
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Waterloo, Iowa
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Printed From MicroStation V8i
Design File Path: P:\60637669\300-CAD-CIS\310-Sanitary\60637669-SHT-MSA-01.Dgn Model: MSA1

GENERAL NOTES

- CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND CURRENT CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS AND THE 2020 ADDITION OF THE IOWA SUDAS (STATEWIDE URBAN DESIGN AND SPECIFICATIONS) SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES FOR SUPPORT OR RELOCATION OF ANY UTILITIES AND/OR UTILITY POLES. CONTACT IOWA ONE CALL (1-800-292-8989) FOR EXISTING UTILITIES LOCATIONS PRIOR TO EXCAVATION.
- WHERE PUBLIC AND PRIVATE UTILITY FIXTURES ARE SHOWN AS EXISTING ON DRAWINGS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO NOTIFY OWNERS OF UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
- WORK INVOLVED IN THIS PROJECT SHALL BE CONSTRUCTED ON CITY OWNED PROPERTY OR EASEMENTS. CONTRACTOR SHALL RESTRICT CONSTRUCTION OPERATIONS TO WITHIN DESIGNATED CONSTRUCTION LIMITS. NO MATERIALS, EXCAVATED MATERIAL, OR EQUIPMENT SHALL BE STORED ON, PARKED ON, DEPOSITED ON, OR DRIVEN OVER ANY PRIVATE PROPERTY UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE PROPERTY OWNER BY THE CONTRACTOR. A COPY OF SUCH WRITTEN AGREEMENT SHALL BE MADE AVAILABLE TO THE CITY AND THE ENGINEER. CONTRACTOR NOT ALLOWED TO STORE EQUIPMENT OR MATERIALS WITHIN THE CLEAR ZONE FOR THE ROADWAY.
- WHERE WATERTIGHT LIDS INDICATED ATTACH FRAME TO STRUCTURE AND PROVIDE BOLT DOWN FRAME AND COVER. USE SW-601 TYPE A OR C CASTINGS.
- MINIMIZE DISRUPTION TO EXISTING STREETS.
- FINISH GRADE AND CLEANUP IMMEDIATELY BEHIND EXCAVATION AND BACKFILL OPERATIONS TO MINIMIZE INCONVENIENCE TO PUBLIC AND PRIVATE PROPERTY OWNERS.
- GRADE ALL AREAS TO DRAIN.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL EXCESS EXCAVATION.
- SALVAGE AND SEPARATELY STOCKPILE EXISTING TOPSOIL AND USE TO FINISH TOP 6" OF TRENCH.
- GRASSED AREAS DISTURBED DURING CONSTRUCTION SHALL BE FINISH GRADED, FERTILIZED, SEEDED AND MULCHED.
- AFTER SEED BED PREPARATION REMOVE STONES LARGER THAN 1 - INCH, STUMPS, ROOTS, BRUSH, WIRE, GRADE STAKES, CONSTRUCTION MATERIALS OR OTHER OBJECTIONABLE MATERIAL. NO SEPARATE PAYMENT FOR THIS WORK.
- PROVIDE DETAILED ANTICIPATED CONSTRUCTION STAGING PLAN IN WRITING AT PRECONSTRUCTION CONFERENCE AND UPDATE AS NECESSARY AS CONSTRUCTION PROGRESSES.
- COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS WHEN DISPOSING OF MATERIALS FROM SITE.
- DISPOSAL OF MATERIALS TO BE CONSIDERED INCIDENTAL UNLESS OTHERWISE NOTED.
- RECONNECT DISTURBED FIELD TILE. RECORD SIZE AND LOCATION AND GIVE INFORMATION TO ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY THEIR ACTIVITIES. REPAIRS OR REPLACEMENT OF DAMAGED PROPERTY TO BE MADE IN-KIND.
- PROTECT EXISTING WATERWAYS. DO NOT DISTURB WATERWAYS (DRAINAGE CHANNELS).
- ANY FENCES REMOVED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED IN KIND.

 <p>501 Sycamore Street, Suite 222 Waterloo, Iowa 50704-1497 T 319.232.6531 F 319.232.0271 WWW.AECOM.COM</p>		W. 27th STREET SANITARY SEWER EXTENSION CITY PROJECT NO. RC-000-3240 CITY OF CEDAR FALLS, IOWA	SANITARY GENERAL NOTES
DATE	NOVEMBER 2020	PROJECT NO	60637669
FILENAME	MSA-02.DGN	SHEET NO	
DRAWING NO	93		
MSA.Z			

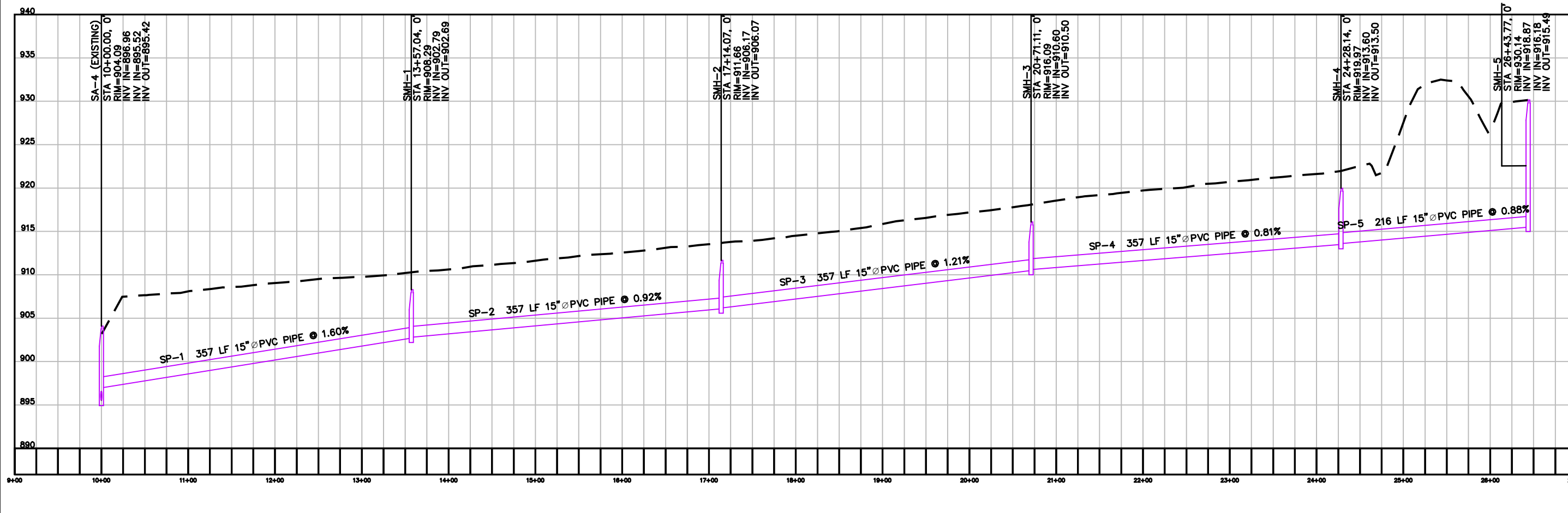
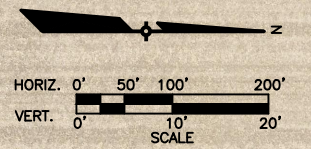
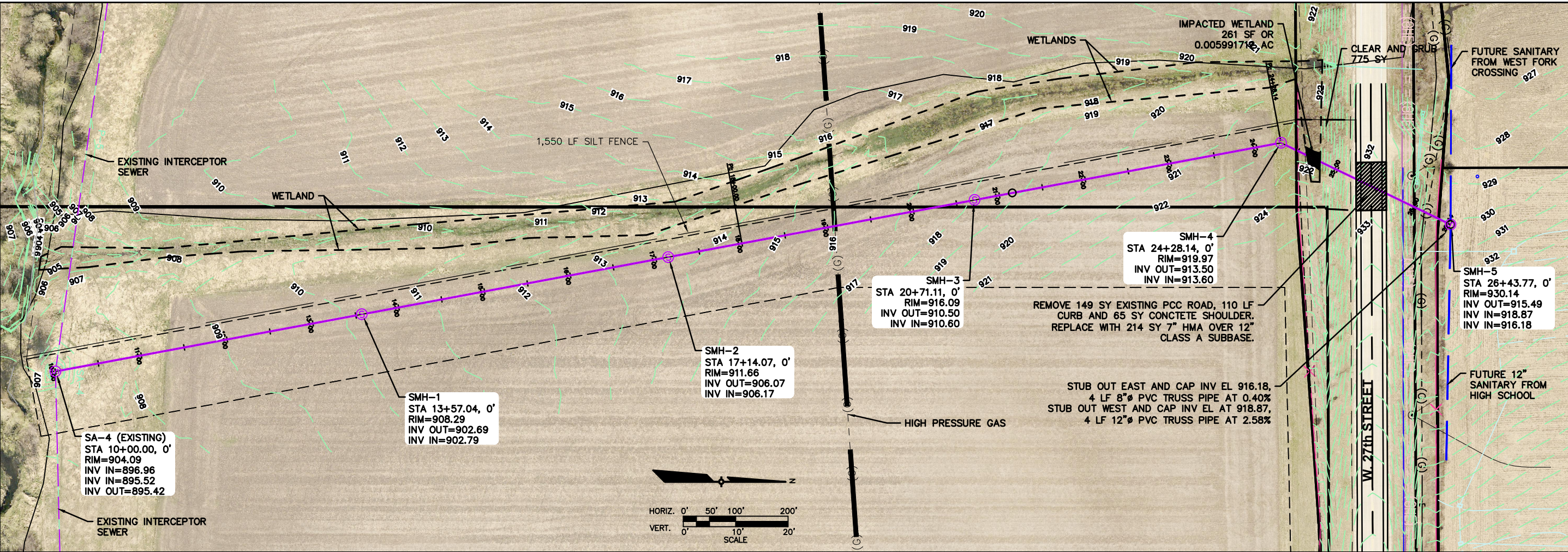
Item 5.

VERIFY SCALE IF PLAN SHEET IS REDUCED
 1"=1'-0"

REV	DESCRIPTION	CHK	DRN	DATE
	PRELIMINARY LAYOUT	BSC	---	

APR 2020 (2020) 5100 CAD-11-20
 MSA-3 SANITARY
 11/11/2020 10:00 AM
 11/11/2020 10:00 AM

APR 2020 (2020) 5100 CAD-11-20
 MSA-3 SANITARY
 11/11/2020 10:00 AM
 11/11/2020 10:00 AM



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DATE	NOVEMBER 2020
PROJECT NO	60637669
FILENAME	
FILE NO	
SHEET NO	94
DRAWING NO	MSA.3

DRN	DES	CHK	APP	REV

VERIFY SCALE IF PLAN SHEET IS REDUCED
 1"=1'-INCH

AECOM
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 WWW.AECOM.COM

SANITARY SEWER EXTENSION
 CITY PROJECT NO. RC-000-3240
 CITY OF CEDAR FALLS, IOWA

SANITARY PLAN AND PROFILE



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: December 17, 2020
SUBJECT: Subdivision Code Text Amendment – Final plat phasing (TA20-001)

BACKGROUND

The stated purpose of the City's Subdivision Code is "to provide minimum standards for the design, development, and improvement of all new subdivisions and re-subdivisions of land, so that existing land uses will be protected, and so that adequate provisions are made for public facilities and services, and so that growth occurs in an orderly manner, consistent with the comprehensive plan, and to promote the public health, safety and general welfare of the citizens of the city." (Sec.20-1(b)). Iowa law states that subdivision platting regulations are intended to "encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions, consistent with an approved comprehensive plan or other specific community plan." It also states that the purpose of establishing regulations for subdivisions is to "provide for a balance between the land use rights of individual landowners and the economic, social, and environmental concerns of the public when a city or county is developing or enforcing land use regulations." (Iowa Code Section 354.1).

When a property owner desires to divide their land into two or more developable parcels a platting process is required. The preliminary plat is intended to show the layout of streets, blocks and lots and indicate how public improvements will be extended to serve the new lots created with the subdivision. It also identifies any sensitive environmental features that should be preserved and how the new development will be integrated into the larger community of neighborhoods according to the City's Comprehensive Plan. To provide a good understanding how the new development will connect with surrounding neighborhoods and be designed in a manner that will protect the interests of all current and future property owners, the City's subdivision code requires that the preliminary plat include the total contiguous land holdings of the owner (Sec.20-58).

It is the obligation of the owner/developer to design and construct all the public improvements necessary to support the development of homes or other types of buildings on the newly created lots, including all streets, stormwater management facilities, sanitary sewer and water distribution systems, sidewalks and trails, and to provide for the extension of other utilities and communications systems. The cost of these improvements is then incorporated into the price of the lots made available for sale with the final platting of the property. Based on the anticipated

pace of development in the community, the developer may want to develop the subdivision in phases, particularly if the preliminary platted area contains more lots than can be absorbed (sold) within the developer's anticipated timeline.

STATEMENT OF THE PROBLEM

The subdivision code does not currently include specific rules regarding final plat phasing. While City staff request a development phasing plan with the preliminary plat, it has been largely up to the developer to determine how the subdivision develops over time. This practice has resulted in some critical street connections remaining unfinished in certain areas of the community. The most recent example is in the Prairie Winds and Prairie West subdivisions where the final critical segments of both Ashworth Drive and Ironwood Drive have not been constructed, even though the majority of these subdivisions have been built out with new homes. This incomplete street network has forced a significant amount of traffic to Aldrich Elementary School onto Erik Road. In addition, without a direct connection to Greenhill Road via Ironwood, all commuter traffic to and from these neighborhoods have to use either Erik Road or the one block segment of Harriet Lane, which was never intended to carry a significant traffic load.

Poorly planned subdivision phasing, particularly when combined with excessively long block lengths and few connections between subdivisions create a very inefficient street network. Poorly planned subdivision phasing and lack of street connectivity within and between subdivisions have both short term and long term costs to the community in the form of increased commute times, increased traffic speeds, increased traffic congestion, safety concerns for children along walking routes to school, increased emergency response times, and inefficient routes for utilities, refuse pick-up and snowplowing.

DISCUSSION OF SOLUTIONS

If a subdivision is designed with a well-connected street pattern of modest-sized blocks, each new area platted would contribute to and expand the connections so there are multiple travel routes through and between neighborhoods to distribute the local traffic so no one street is overburdened. A first step toward improving the City's subdivision regulations to help ensure the orderly growth of the community would be to establish a standard for final plat phasing to ensure that critical infrastructure connections occur in a timely manner and prior to less critical areas of a subdivision. The standard should give flexibility to the developer to propose phasing that meets the pace of market demand, but give discretion to the City to determine if the final plat phase proposed can function as an independent development with all the necessary public improvements and infrastructure extensions; and most importantly will ensure that no essential infrastructure improvements are being circumvented or delayed.

For example, in the case discussed above, if the final plat phase of Prairie Winds that includes the connection of Ashworth Drive to Arbors Drive would have been built earlier, rather than being the last phase of development, it would have provided an additional route to the elementary school close to the time when the new school opened, which would have more evenly distributed traffic and significantly reduced traffic congestion on Erik Road. These issues have also been a topic of discussion for the future West Fork Crossing development. The recommended phasing plan is intended to ensure that areas of the development that include the critical east-west and north-south street connections occur first with other areas of the development to follow in a logical and timely fashion.

As mentioned at the Planning and Zoning Commission's August 12th meeting, additional amendments to the subdivision code are warranted to address the issues with street

connectivity described above and also to address allowances for temporary construction access to reduce construction traffic on neighborhood streets. Numerous communities have adopted street connectivity standards that result in a more consistent pattern of development that lowers long term costs to the community. The Commission requested additional information regarding what other cities are doing with regard to street connectivity issues. Proposed subdivision code amendments and research on best practices and examples from other cities will be brought forward for discussion at a future meeting.

However, a logical first step in addressing the issues described above is to insert a paragraph into the City's subdivision code to establish the expectation that each final plat phase will be reviewed on a case by case basis to make sure that critical street and infrastructure extensions are not being unduly circumvented or delayed.

At the meeting on August 26th, the Commission inquired about what other cities are doing with regard to final plat phasing. Staff researched and reached out to a number of Iowa communities (Ames, Iowa City, Urbandale, Ankeny, Sioux City, Bettendorf, and Council Bluffs). A number of the cities require phasing plans to be submitted and four of the communities address critical infrastructure through separate development agreements. Iowa City includes a similar clause in their subdivision code as proposed here. It was adopted at the time their subdivision code was rewritten in 2008 to address similar concerns about completion of critical connections. Following is the provision as stated in the Iowa City subdivision code:

Upon approval by the City, a final plat may include only a portion of the development illustrated on the preliminary plat if that portion can function as a separate development, including access and utilities, and if no essential public infrastructure extensions are delayed. Whether or not said infrastructure is essential in nature shall be determined by the City.

At the August 26th meeting the Commission also expressed a desire to formalize the practice of requiring a phasing plan at the time of preliminary plat. Staff finds that codification of this practice would provide clarity to the review process, so have included such a requirement in the attached ordinance.

CONCLUSION

In conclusion, staff notes the following for consideration:

- The language below is drafted to ensure that each subdivision will be reviewed on its own merits. All unique circumstances or characteristics can be considered. This is exactly the opposite of a blanket approach. In a sense it is a quality control check reminder for the developer, staff, the Planning and Zoning Commission, and the City Council to review the plat with an eye toward ensuring that critical connections get prioritized in the phasing of a plat.
- Providing clear direction in the code will ensure that the rules are applied consistently and fairly over time.
- Requiring one development phase to occur prior to a less critical phase does not necessarily mean additional cost to the developer. The cost of extending the infrastructure is recaptured with the sale of the lots. The cost of installing a 300-foot segment of street is recaptured with the sale of lots on either side of that street segment. Requiring a different, but more critical 300 foot segment of street to be constructed first would not result in additional cost to the developer, but may result in reduced costs and benefits to the community as a whole as a more efficient travel route is established.

- Finally, the provision will ensure that a subdivision is not platted in a manner that leaves out one small segment of critical infrastructure that is then unlikely to ever be completed except by the City at taxpayer expense.

In summary, staff is bringing the proposed amendments forward to address a problem we are experiencing in Cedar Falls. The City has received numerous complaints from residents and concerns have also been expressed by the City Council about traffic congestion and safety concerns caused by delays in extending critical street segments largely resulting from poor planning during the phasing of development. The proposed amendment will focus attention on this aspect of land development during the review process to avoid such situations in the future.

RECOMMENDATION

To prevent future situations where critical public infrastructure is delayed or circumvented, as described above and to ensure that the same standard is applied consistently and fairly to all future subdivisions, staff recommends amending the City’s subdivision code (City Code, Chapter 20) as per the attached ordinance. Staff finds that these amendments will establish a better balance of interests between private property owners and the community’s interest in timely extension of public improvements to serve a neighborhood.

The Planning and Zoning Commission reviewed the proposed amendments to the subdivision code at their August 12th, August 26th, and October 28th meetings and on a vote of 8-0 recommended approval.

Note: Subsequent to the Planning and Zoning Commission meetings and after preliminary discussion at the City Council Committee of the Whole meeting on December 7, the language has been further refined for clarity. The substance of the proposed amendments remains the same as reviewed and recommended by the Commission.

PLANNING & ZONING COMMISSION

Discussion 8/12/2020	The next item for consideration by the Commission was a text amendment to the subdivision code for Division 3 Final Plat Section 20-100. Chair Holst introduced the item and Ms. Howard provided background information. She explained that the purpose of the subdivision code is to establish “minimum standards for the design, development and improvement of subdivisions so that the existing land uses will be protected, and so that adequate provisions are made for public facilities and services, and so that growth occurs in an orderly manner, consistent with the Comprehensive Plan, and to promote the public health, safety and general welfare of the citizens of the city.” Ms. Howard explained the intent and structure of the subdivision ordinance and the differences between the preliminary and final platting processes. She explained that the subdivision code currently doesn’t include specific rules regarding final plat phasing. While a phasing plan is requested, it has been left largely up to the developer to determine the order of development. In some cases, it has resulted in critical street connections remaining unfinished, which can create short and long term costs to the community from the inefficient or incomplete street pattern. Other issues include increased commute times; overburdening certain streets with excess traffic, impacting homeowners along those routes; safety concerns for pedestrians along the congested routes, particularly children; increased driver frustration and speeding; increased emergency response times; and inefficient routing for utilities and services such as refuse pick-up and snow removal. She displayed examples of incomplete streets and problematic final plat phasing using aerial photographs.
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Ms. Howard discussed the first step, which is to establish a standard for final plat phasing to ensure that critical infrastructure connections occur in a timely manner and prior to less critical areas of a subdivision. While giving flexibility to the developer to propose phasing that meets the pace of market demand, the City would have the discretion to determine if the final plat phase can function as an independent development and ensure that no essential infrastructure improvements are being circumvented or delayed.

The next step would be to adopt street connectivity standards that provide multiple street stubs to subdivision boundaries, allowing continuation of the street pattern on adjacent properties. Block lengths would be limited and existing restrictions on cul-de-sacs would be enforced. A standard for intersection spacing along major roadways would also be established, as well as consideration of construction access. Code amendments to establish these standards will be brought forward for discussion at a future Commission meeting.

Ms. Howard displayed the proposed amendments to the code and brought it to the Commission for discussion. Ms. Prideaux stated that this has been explained well and will ensure the standard is applied fairly and consistently. Mr. Larson noted that case-by-case attention should be maintained as things do change over time. With regard to street connectivity standards, he would like more information about what other communities are doing. He has some skepticism of using a blanket approach. Mr. Leeper stated that these changes are good to consider. Mr. Schrad asked if staff could look at the zoning in Ankeny to see how they are dealing with sprawl in their community. Ms. Saul wants to see research regarding street connectivity standards in other communities and how it has affected them and what changes we could make to keep up with their growth.

Discussion
8/26/2020

The first item of business was a text amendment to the Subdivision Code Division 3 Final Plats. Chair Holst introduced the item and Ms. Houk Sheetz provided background information. She explained that the item was considered at the last meeting and gave a brief refresher on the previous discussion, reiterating the purpose of the code and the platting process for preliminary and final plats. She also discussed the issues with the current language and process and provided an example situation. Ms. Houk Sheetz brought forward potential solutions for discussion with the Commission, and displayed the section for consideration at this time (Section 20-100).

Mr. Larson stated that he recalled that samples from other similar communities were requested for the Commission to look over. He moved to table the item until those samples are provided. Ms. Sheetz stated that she can speak to the subject or the motion could go forward. Ms. Saul seconded the motion to table the discussion.

Ms. Sheetz explained that a planner did reach out to several Iowa communities (Ames, Urbandale, Ankeny, Sioux City, Bettendorf and Council Bluffs) and provided the information that was received. While none of the communities have specific language regarding the phasing of a final plat, Ames does have language requiring commercial, industrial and multi-family subdivision to do an integrate site plan with a development agreement. Urbandale requires phasing plans for preliminary plats, Sioux City is updating its subdivision regulations to require phasing plans, but there is no specific language regarding timing in either city. The majority of the cities do use development agreements when critical infrastructure is involved to insure completion, but it is done

on a case-by-case basis. Council Bluffs has no requirement and tries to follow the practices of Omaha to make development easier for the developers who serve the Omaha area. Bettendorf and Iowa City were the most stringent regarding phasing and development of critical infrastructure. There appears to be a variety of ways that communities handle such development.

Ms. Saul stated that she was concerned that the Commission asked for the information to be supplied so that they can read it before the meeting and didn't receive it. She also asked what caused the problems in the examples that were presented (i.e. Prairie West). Ms. Sheetz stated that the projects were some time ago and gave information based on records she has. Mr. Larson noted his concern that a blanket approach could lead to major obstacles where developments wouldn't be viable to pursue. He also pointed out that in the private sector you would never be able to build and presume that someone else would make road connections. He feels that having a phasing proposal submitted with the preliminary plat would be helpful.

Mr. Leeper asked if the City has the discretion to tell the developer which phase should go first. Ms. Houk Sheetz stated that the City has done that in the past. Each case will be different so timing will depend on the specific development. There was further discussion regarding proposed language and definitions to be considered, as well as consequences and enforcement for timelines that are not met. Mr. Schrad stated that he would second that the item should be tabled and that he would like to see some examples from other communities.

Mr. Larson's motion to table the item until the next meeting was again brought forward. Mr. Schrad seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

Discussion
10/28/2020

The Commission then considered subdivision code text amendments for final plat phasing. Chair Holst introduced the item and Ms. Howard provided information. She explained that the subdivision code is intended to establish minimum standards for the design, development and improvement of subdivisions so that adequate provisions are made for public facilities and services to serve existing and future needs. It should allow growth to occur in an orderly manner, consistent with the Comprehensive Plan and to promote public health, safety and general welfare of the citizens. She explained the purpose of the preliminary plat, noting that it shows the layout of streets, blocks and lots, as well as indicating how public improvements will be extended to serve the new lots created. It identifies sensitive environmental features and how those will be protected or their loss mitigated, and shows how the new development will fit into the larger community of neighborhoods. Preliminary plats also ensure that the design will protect the interests of current and future property owners. The Code requires the owners to include the entirety of their contiguous holdings on the plat to ensure the goals are met.

Ms. Howard explained that the final plat is the next step, noting that it is the obligation of the owner/developer to design and construct all the public improvements necessary to support the proposed development. The cost of the improvements is incorporated into the price of the lots made available for sale with the final plat approval. For larger subdivisions, the land is often final platted in phases based on the pace of development, as the construction of the improvements is an upfront cost that is re-captured with the sale of the lots.

She noted that there have been complaints from residents and concerns expressed by City Council concerning final plat phasing, as there are no specific rules regarding the phasing and it has been left largely up to the developer to determine the order. In some cases critical street connections have remained unfinished and this has short term and long term costs to the community. Ms. Howard discussed the results of poorly planned subdivision phasing. She provided the example of the Ironwood connection to Greenhill and the phasing of the Prairie Winds subdivision and the added congestion it created along Erik Road because the phasing wasn't well-planned. She showed the phasing plat that was provided as an example of the issues that can create if the phasing isn't completed so the critical connections are completed earlier in the development of the subdivision. She noted that these are just a couple of examples. She also showed street patterns within the city and how the lack of street connectivity can create hidden costs to the community in the form of increased commute times, increased traffic congestion, pedestrian safety issues, increased driver frustration and speeding, increased emergency response times, inefficient routing of utilities and services.

Ms. Howard discussed the solutions, which start with establishing a standard for final plat phasing to ensure that critical infrastructure connections occur prior to less critical areas of the subdivision. The developer would be given flexibility to propose phasing that meets the pace of market demand, but the City will have the discretion to determine if the final plat phase can function as an independent development. This will ensure that no essential infrastructure improvements are being circumvented or delayed.

The next steps would be consideration of street connectivity standards that would provide multiple street stubs to subdivision boundaries to allow continuation of the street pattern on adjacent properties. Limiting block lengths, enforcing existing restrictions on cul-de-sacs and establishing standards for intersection spacing along major roadways would also be considered. Consideration of requirements for temporary construction access to reduce construction traffic on existing streets would also be made. Code amendments to establish these standards will be brought forward for discussion at a future Commission meeting.

Ms. Howard discussed staff research of other cities and how they phase their final plats. A number of the cities require phasing plans as part of the submittal process, and four of the communities address critical infrastructure through separate development agreements. However, she noted that the development agreement process can be lengthy and that it may not be necessary for every subdivision.

She noted that at the last meeting, the Commission requested language to formalize the practice of requiring a phasing plan at the time of preliminary plat. Staff agrees that codification of the practice would provide clarity to the review process, so have drafted an amendment for consideration.

Ms. Howard stated that staff is bringing the proposed amendments to address issues currently being experienced. The proposed language is drafted to ensure that each subdivision will be reviewed on its own merits and all unique circumstances can be considered. It will serve as a quality control reminder for all parties to review the plat with an eye toward ensuring that critical connections are prioritized in the phasing process. Providing clear direction in the code helps to ensure that rules are fairly and consistently applied over time. Requiring one development phase prior to a less critical phase will not necessarily mean additional cost to the developer and provided an example. The provision will ensure that a subdivision is not platted in a manner that

leaves out one small segment of critical infrastructure that will then be unlikely to be completed unless by the City at taxpayer expense. Ms. Howard provided the proposed amendment to the Code. Staff recommends that the Commission discuss and make a recommendation to City Council.

Mr. Holst asked for clarification on what is being considered. Ms. Howard explained that at this time two new paragraphs are proposed; one requiring a the phasing plan at the time of preliminary plat submittal; and another paragraph that codifies review of a proposed final phasing as stated in the staff report. She explained the second paragraph purpose and what would be considered when a final plat is proposed. Mr. Larson questioned verbiage in the second paragraph being discussed, and asked if it means that a phase would need to stand on its own. Ms. Howard confirmed that was the case and gave further information. Mr. Larson asked how this new segment would have helped with Prairie Winds and Prairie West had it been in place at that time. Ms. Howard noted the original phasing plan for Prairie Winds that showed phase V that included the Ashworth connection to Aldrich Elementary School. However, an alternative phasing was allowed that split that phase at the request of the developer. This phase V did not include the critical connection of Ashworth to Arbors Drive. If the amendment had been in place, the issue of the critical street connection may have been considered more carefully.

Mr. Holst noted that requiring a phasing plan should help but only if they want to vary from the plan. Howard noted that this would help in those situations that alternate needs are present at the final plat phase and allows more flexibility for developer to request alternate phasing to be considered at that point and P&Z and Council can consider. Mr. Larson asked how much fluctuation there can be from a preliminary plat to a final plat without having to resubmit and approve the preliminary plat. Ms. Howard stated that the preliminary plat has to be in substantial compliance with preliminary plat, including the street pattern and layout of the lots. Saul asked a question about how this would have applied in Prairie Winds. Howard explained how it might have helped to have that discussion at P&Z and Council. A phasing plan hasn't always been a requirement in the past, but this Code update would ensure that staff and Council have a chance to review all the aspects being considered.

Howard also noted that the City Council will be the ultimate decision maker in the process. Mr. Larson asked what measures are in place to enforce the timing of phase completion. Ms. Howard stated that each project will be considered on its own merits at that time. The developer is making decisions based on their specific project timelines, so it will help to have the phases laid out appropriately, but it will be on a case-by-case basis. She noted the more clear and objective standards we have in the code the more clear the process is for everyone. Mr. Holst noted the benefits of having the opportunity to consider the phasing to prevent connectivity problems. Mr. Larson expressed some additional concerns. Howard noted that there is nothing in this proposal to force a developer to build a road in an area that is not yet platted or being considered for development. Ms. Saul asked about whether this would prevent development. Prideaux clarified her understanding. Mr. Larson asked other questions about street connectivity. Howard clarified that his concerns were related to general street connectivity and is different than the issue being considered with this paragraph. Mr. Larson agreed that including additional tools in the toolbox is a good thing. He then asked a question about the specific language in the second paragraph about a development standing on its own. Howard clarified what that clause means. She gave an example of making sure stormwater management is handled so that it doesn't affect other properties around them. She noted that the phase has to have the infrastructure necessary to support the

homes in that phase and allows the neighborhood to function properly, including storm water management, sewer and water connections, and streets.

Holst requested a motion. Ms. Prideaux made a motion to approve the item. Ms. Lynch seconded the motion. Mr. Holst expressed the reasons for his support of these amendments. Ms. Saul stated that she feels this will help the overall process, but doesn't want to see it hinder projects. She stated that she thinks we have a pretty good understanding now so should be helpful in the process of review.

The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

Prepared by: Karen Howard, P&CS Manager, 220 Clay Street, Cedar Falls, IA 50613,
(319)273-8600

ORDINANCE NO. _____

AN ORDINANCE **(1)**. AMENDING SECTION 20-58, INFORMATION REQUIRED TO BE SHOWN, OF DIVISION 2, PRELIMINARY PLAT, BY ENACTING A NEW UNTITLED PARAGRAPH (21) AND RENUMBERING EXISTING UNTITLED PARAGRAPHS (21) THROUGH (23) IN SAID SECTION ACCORDINGLY; AND **(2)**. REPEALING SECTION 20-100, SUBMISSION REQUIRED, AND SECTION 20-105, PROCEDURE FOR APPROVAL; DISAPPROVAL TO STATE REASONS, OF DIVISION 3, FINAL PLAT, AND ENACTING IN LIEU THEREOF NEW SECTIONS 20-100 AND 20-105, WITH THE SAME TITLES; ALL OF ARTICLE II, PLATS, OF CHAPTER 20, SUBDIVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

WHEREAS, the purpose of the City’s subdivision code is to provide minimum standards for the design, development, and improvement of all new subdivision of land, so that existing land uses will be protected, and so that adequate provisions are made for public facilities and services, and so that growth occurs in an orderly manner consistent with the Comprehensive Plan, and to promote the public health, safety and general welfare of the citizens of the city; and

WHEREAS, the Cedar Falls Subdivision Code does not include specific rules regarding final plat phasing; and

WHEREAS, the absence of rules for phasing of subdivisions has resulted generally in poor street connectivity, and critical street connections remaining unfinished in certain areas of the community; and

WHEREAS, poorly planned subdivision phasing, particularly when combined with excessively long block lengths and few street connections between subdivisions create an inefficient street network that results in both short term and long term costs to the community in the form of increased commute times, increased traffic speeds, increased traffic congestion, safety concerns for pedestrians, increased emergency response times, and inefficient routes for utilities, refuse pick-up and snowplowing; and

WHEREAS, it is in the best interests of the community to adopt rules for phasing of subdivisions to ensure adequate and timely street connectivity within and between neighborhoods; and

WHEREAS, providing clear direction in the code will ensure that the rules are applied consistently and fairly; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed ordinance amendments (under land use tracking # TA20-001), and recommends approval.

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

Section 1. Section 20-58, Information Required to be Shown, of Division 2, Preliminary Plat, of Article II, Plats, of Chapter 20, Subdivisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new untitled paragraph (21), and renumbering existing paragraphs (21) through (23) in said section accordingly, as follows:

Sec. 20-58. - Information required to be shown.

The preliminary plat shall be clearly marked "preliminary plat" and shall present the total land holdings of the owner on adjacent land or abutting the area intended for immediate development unless said larger property area is allowed to be excluded from the preliminary plat presentation by the city engineer. The preliminary plat shall show or have attached thereto, the following:

- (1) Title, scale, north arrow and date.
- (2) Proposed name of the subdivision, which shall not duplicate or resemble existing subdivision names in the county, as approved by the county auditor.
- (3) The name and address of the owner and the name, address and profession of the person preparing the plat. The agent, if any, representing the owner must be clearly identified with name, address and profession.
- (4) A key location map showing the general location of the proposed subdivision in relation to surrounding development and in relation to the city boundaries.
- (5) The names and locations of adjacent subdivisions and the names of record owners and location of adjoining parcels of unplatted land shall be shown on the plat. A list of all owners of record of property located within 200 feet of the subdivision boundary shall be attached. The addresses of all record owners within 200 feet shall also be provided. These addresses may be provided on a separate sheet.
- (6) The location of existing property lines, streets and alleys, easements, buildings, utilities, watercourses, tree masses, and other existing features affecting the plat.
- (7) Existing and proposed zoning of the proposed subdivision and adjoining property with a statement of minimum required building setbacks on each lot as specified in the zoning chapter.
- (8) Topographic elevations and contours at vertical intervals of not more than two feet accompanied by a note on the plat briefly describing the nature and extent of any topographic changes.
- (9) The legal description of the area being platted.
- (10) The boundary of the area being platted, shown as a dark line, with the approximate length of boundary lines and the approximate location of the property in reference to known section lines.
- (11) The layout, numbers and approximate dimensions and area of proposed lots. Building setback lines as specified in the zoning chapter must be illustrated on each lot adjacent to all proposed public rights-of-way.

- (12) The location, width and dimensions of all streets and alleys proposed to be dedicated for public use. If boulevard streets are proposed, said boulevards must be clearly illustrated and indicated whether the boulevard is to be landscaped or made up of other material, specifying such material.
- (13) Illustrate the location of all existing and proposed public sidewalks, trails or other pedestrian pathways.
- (14) The proposed names of all streets in the area being platted. Proposed street names shall not resemble or duplicate the names of existing streets within the city unless the proposed street is a continuation of an existing street.
- (15) Present and proposed utility systems, including sanitary and storm sewers, other drainage facilities, water lines, gas mains, electric utilities.
- (16) Present and proposed easements, showing locations, widths, purposes and limitations.
- (17) Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds, or other public, semi-public or community purposes, or shown for such purpose in the comprehensive plan or other adopted plans.
- (18) Regulatory flood elevation data. Limits of the 500-year floodplain boundaries including floodway and floodway fringe, original and revised, must be shown upon the plat.
- (19) The location and dimensions of any and all wetland areas, as defined herein, shall be clearly shown. Provisions regarding the disposition of such lands shall be stated.
- (20) The plat shall be accompanied by a written and signed statement or deed of dedication in which the subdivider sets forth the proposed restrictions, easements, building lines, public improvements and other features, within the area of the plat. Any tracts or outlots illustrated on the plat but not intended to be developed must be identified in the owner's statement or deed of dedication as to their intended usage, future maintenance and ownership.
- (21) If the proposed preliminary plat area will be developed in phases, a subdivision phasing plan shall be submitted for review and approval, with an emphasis on ensuring the timely connection of streets and other infrastructure within the development; and to ensure a well-connected street pattern with multiple, direct routes between neighborhood destinations; and to ensure that critical street routes are completed first to reduce traffic congestion, encourage safe walking and biking, improve emergency access and response times, and allow the timely provision of essential infrastructure.
- (22) The plat shall be accompanied by an aerial photograph of the proposed development site with soil types identified on said photograph. A soils analysis shall also be provided which describes soil types present on the site along with a description of the key characteristics of each soil type.
- (23) Any other pertinent information, including, but not limited to, traffic reports, or more detailed soils reports, geotechnical soils reports as specified by the city engineer.
- (24) The fee, as required by the city's fee schedule for subdivision plats.

(Code 2017, § 24-28; Ord. No. 2724, § 1, 12-13-2010)

Section 2. Section 20-100, Submission Required, and Section 20-105, Procedure for Approval; Disapproval to State Reasons, both of Division 3, Final Plat, of Article II, Plats, of Chapter 20, Subdivisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 20-100 and 20-105 are enacted in lieu thereof, as follows:

Sec. 20-100. - Submission required.

(a) The subdivider shall, within two years from the date of approval of the preliminary plat, unless such time period has been extended by the city council, prepare and file with the city planner, six unsigned copies of the proposed final plat and required attachments, as set forth in this division along with at least one reproducible-size copy (no larger than 11 inches by 17 inches) of the final plat. An electronic copy of the plat in an approved AutoCAD program must also be submitted. The proposed deed of dedication or owner's statement shall be submitted along with the plat fee. Sewer tapping fees, if any, shall be submitted at the time of initial plat submittal. Except for a final plat for a minor subdivision as set forth herein, no final plat shall be considered by the city council until and unless a preliminary plat for the area included in the proposed final plat has been approved. The final plat shall be in substantial conformance with the approved preliminary plat as determined by the city engineer. Furthermore, a final plat shall not be accepted for consideration by city staff until all required construction plans and specifications for all required improvements and public infrastructure as indicated on the approved preliminary plat, including cost estimates, have been submitted and approved by the city engineer. In addition a written environmental report shall be submitted and approved by the city engineer prior to final plat submittal. Lien waivers and mortgage releases of all interested parties shall be provided to the city prior to final plat approval.

(b) The subdivider may file with the city planner a proposed final plat of only a portion of an approved preliminary plat, if said final plat phase can function as a separate development, including, but not limited to adequate street access, stormwater management and utilities, and if no essential public infrastructure extensions are delayed. All submittals and information for final plats shall be required. Such phased submissions shall follow the phasing plan submitted and approved with the preliminary plat, unless, based on the conditions present at the time of submittal of the proposed final plat, the city determines that alternate phasing of a subdivision is necessary to ensure the standards of this paragraph are met and to ensure timely extension and connection of essential infrastructure. Whether or not said infrastructure is essential in nature shall be determined by the city.

(Code 2017, § 24-38; Ord. No. 2724, § 1, 12-13-2010)

Sec. 20-105. - Procedure for approval; disapproval to state reasons.

- (a) Six copies of the final plat, signed by a state licensed land surveyor, together with three copies of a signed owner's statement or deed of dedication shall be submitted to the city planning and zoning commission, accompanied by a nonrefundable fee as stated within the city fee schedule. Appropriate city council resolution forms must also be submitted by the developer (three copies each). There shall forthwith be referred one copy of the plat, together with a copy of the owner's statement, to the city engineer. The city engineer shall carefully examine said plat as to its compliance with the approved preliminary plat, and shall submit the engineer's findings to the commission together with the copy of the plat received.
- (b) When the engineer's report is received by the commission, it shall, as soon as possible, consider the report and pass upon the plat. When the final plat has been reviewed by the commission, six copies of the plat shall forthwith be transmitted to the city council, together with a copy of the owner's statement, a copy of the engineer's report and a signed copy of its approval to the city council.
- (c) When the final plat has been approved by the city council and all six copies duly certified, one copy shall be delivered to the city planner, one to the city engineer, one to the city clerk, two to Cedar Falls Utilities and the sixth copy to the owner or subdivider for filing with the county recorder.
- (d) Following final approval of the final plat, the owner shall supply to the city engineer a reproducible copy of the approved plat in paper form and in electronic AutoCAD format.
- (e) The city council shall apply reasonable standards and conditions in accordance with applicable state statutes and city ordinances for the review and approval of preliminary and final plats of subdivisions.
 - (1) The city council shall determine whether the subdivision conforms to the comprehensive plan, and shall give consideration to the possible burden on public improvements and to a balance of

interests between the owner, future purchasers, and the public interest in the subdivision, when reviewing the proposed subdivision plat, and when requiring the installation of public improvements in conjunction with approval of a subdivision plat. The city council shall not issue final approval of a subdivision plat unless the subdivision plat conforms to all applicable city ordinances and state statutes, including Iowa Code §§ 354.6, 354.11 and 355.8.

(2) In the case of a final plat of only a portion of an approved preliminary plat, in addition to application of the above standards and conditions, the city council shall only approve said final plat phase if it can function as a separate development, i.e. that street access, storm water management, utilities, and other essential infrastructure improvements are adequate to serve the area under consideration; and if essential public infrastructure extensions into the area under consideration and into and through the remaining areas within the approved preliminary plat will not be delayed. Whether or not said infrastructure is essential in nature shall be determined by the city.

- (f) If said plat is disapproved by the council, such disapproval shall point out wherein the proposed plat is objectionable.
- (g) Upon completion of the necessary improvements, reproducible as-built plans for all improvements shall be supplied to the city engineer in paper form and electronic AutoCAD format.

(Code 2017, § 24-43; Ord. No. 2724, § 1, 12-13-2010)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert Green and City Council

FROM: Michelle Pezley, Planner III

DATE: December 14, 2020

SUBJECT: Review the FFY19 Community Development Block Grant and HOME Programs Consolidated Annual Performance and Evaluation Report (CAPER)

As a requirement from HUD, the Community Development Department submits for review and approval of the FFY19 Community Development Block Grant and HOME Program Consolidated Annual Performance and Evaluation Report (CAPER). The report contains the progress made on Community Development Block Grant funded activities from July 1, 2019 through June 30, 2020 (Federal Fiscal Year 2019). Due to the coronavirus, we requested and received a 180-day extension on the CAPER deadline. The report is due to HUD by December 27, 2020.

The CAPER was reviewed by the Housing Commission at their December 8, 2020 meeting and recommended for approval, subject to the required 15-day public comment period and City Council public hearing. Notice was published in both English and Spanish in the Waterloo-Cedar Falls Courier on December 4, 2020 inviting public comment.

Staff recommends approval of the FFY19 CAPER and that staff be directed to submit it pursuant to HUD requirements.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Houk Sheetz, AICP, Community Development Director
 Karen Howard, AICP, Planning & Community Services Manager



PRELIMINARY DRAFT FOR REVIEW (December 3, 2020)

*City of Cedar Falls, Iowa
CDBG Entitlement/HOME Programs
Federal Fiscal Year 2019/City Fiscal Year 2020
Consolidated Annual Performance and Evaluation Report (CAPER)*

**COMMENT PERIOD PUBLICATION (15-day public comment period, per Citizen Participation Plan):
December 4th, 2020 through December 21st, 2020 (Published in English and Spanish)
Publication: Waterloo-Cedar Falls Courier; December 4th, 2020**

**HOUSING COMMISSION (PUBLIC) MEETING ON:
December 8th, 2020: Recommendation to Council for approval**

**ADOPTED BY CITY COUNCIL ON:
December 21st, 2020 (After a properly noticed public hearing was set on December 7th, 2020)
Public Hearing Publication: Waterloo-Cedar Falls Courier; December 4th, 2020
(Published in English and Spanish)**

Citizen Participation

Citizen Participation Plan 91.105(d); 91.115(d)

Comment Period: **December 4th, 2020 through December 21st, 2020.** (Affidavit of Publication). Notices published in English and Spanish, both of which include reasonable accommodation language as well.

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In addition to a formal 15-day comment period on performance reports and a City Council Public Hearing, the Cedar Falls Housing Commission reviews CDBG projects at its monthly meetings and recommends their approval or revision to staff. Status reports pertaining to all major projects are given to the Housing Commission on a monthly basis. The Housing Commission and City Council also review the Annual Action Plan, Consolidated Plan, and CAPER each year. Notice of all meetings are posted publicly at City Hall, placed on the city's website, and notices are provided to local media in accordance with the Iowa Open Meetings Law and City's Citizen Participation Plan. Additionally, program-related reports are made available for examination, published for public comment if necessary, and posted on the city's website. The City maintains a list of contacts that provide translation services to persons with limited English proficiency.

Summary of Comments

There were no public comments made during the advertised citizen participation period.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Overall, the successes of the Cedar Falls program were dramatically impacted by the Coronavirus (COVID-19) pandemic. This worldwide event, which forced closure of almost all types of public and private activities, modes of transportation, and social settings/gathering, caused the City to slow its repair and rehabilitation programs between late March 2020 and mid-July 2020, in the interest of personal safety.

At the same time, the federal government passed and awarded supplemental CDBG funding through the Coronavirus Aid, Relief, and Economic Support (CARES) Act. These welcome funds required the City to perform several planning, administrative, environmental review, and public input processes to accept and distribute the funds. The City conducted these administrative activities while its annual programs were slowed because of the Coronavirus (COVID-19) pandemic. To that end, the community completed two substantial amendments to its Fiscal Year 2019 Annual Action Plan to accommodate receipt of the funding. Currently, the City has programmed all additional CARES CDBG funding.

As in prior years, the City of Cedar Falls was able to provide assistance and services to low income residents in accordance with the Annual Action Plan through designated projects, all of which were also consistent with the City's Consolidated Plan. These projects and services include housing rehabilitation, repair, infrastructure, and public services, between release of funds and the end of the fiscal year (June 30th, 2020) covered by this CAPER. In addition, funding was provided to six service agencies that provided assistance to low-and-moderate income households on behalf of the City. Included were homelessness sheltering, access to food, home medical visits, financial and family counseling, and substance abuse treatment. Concurrent with beginning the Consolidated Planning process, the City obtained permission to expend FFY 2019 funds on a sanitary sewer and sidewalk infill program in low-and-moderate income census tracts. Consistent with CDBG requirements, Tier 1 and 2 Environmental Reviews (ERR) and Releases of Funds were completed prior to commencement of the projects. Procurement was conducted according to federal standards and related federal requirements were adhered to, specifically, Davis-Bacon, Section 3, and DBE standards. Finally, the City continues to contract with the Iowa Northland Regional Council of Governments, specifically for providing assistance with implementing the Entitlement Program, as well as for maintaining the Cedar Falls elements of its Consolidated Plan (FFY 2019-2023) and Annual Action Plans.

Overall, these programs were designated to improve the housing stock, prevent homelessness and improve areas that meet CDBG national objectives in the community. By focusing on the Strategic Plan priorities outlined in the 2019-2023 Cedar Falls Consolidated Plan, we were able to provide decent housing by preserving the affordable housing stock, providing a suitable living environment, and expanding service opportunities. In the end, the City of Cedar Falls strives to make progress and complete all activities, utilize funding in an efficient manner, and serve those with the greatest need.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source: Amount Con Plan	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CDBG Planning and Administration	Non-Housing Community Development	CDBG: \$49,809.21	Other	Other	0	0	20.00%	0	0	100.00%
Demolition and Clearance	Non-Housing Community Development	CDBG: \$0.00	Buildings Demolished	Buildings	2	0	100.00%	0	0	0.00%
Maintain Existing Affordable Housing: Owner Occupied Rehab	Affordable Housing	CDBG: \$97,009.73	Homeowner Housing Rehabilitated	Household Housing Unit	15	6	40.00%	7	6	85.70%

Maintain Existing Affordable Housing: Renter Occupied Rehab	Affordable Housing	CDBG: \$0.00	Rental Units Rehabilitated	Household Housing Unit	8	0	0.00%	3	0	0.00%
Neighborhood Accessibility Improvements	Non-Housing Community Development	CDBG: \$0.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	35	0	0.00%	30	0	0.00%
Neighborhood Infrastructure Improvements	Non-Housing Community Development	CDBG: \$250,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	140	70.00%	140	140	100.00%
Neighborhood Recreational Amenities	Non-Housing Community Development	CDBG: \$0.00	Other	Persons Assisted	1,500	0	0.00%	500	0	0.00%
Preserve Existing Affordable Housing through Code Enforcement	Affordable Housing	CDBG: \$0.00	Housing Code Enforcement/Foreclosed Property Care	Persons Assisted	375	0	0.00%	75	0	0.00%

Prevent Homelessness Through Agency and Organizational	Affordable Housing NEIAFB	CDBG: \$9,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	19,525	7,444	38.20%	3,905	7,444	190.62%
Prevent Homelessness Through Agency and Organizational	Affordable Housing CCC	CDBG: \$1,132.50	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	14	7.00%	40	14	35.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing SA	CDBG: \$9,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Beds	200	17	8.50%	40	17	42.50%
Prevent Homelessness Through Agency and Organizational	Affordable Housing Pathways	CDBG: \$6,460.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	14	14.00%	20	14	70.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing VNA	CDBG: \$4,582.50	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	7	14.00%	10	7	70.00%
Prevent Homelessness Through Agency and Organizational	Affordable Housing FCC	CDBG: \$6,700.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	73	58.40%	25	73	292.00%

Provide Access to Transportation	Non-Housing Community Development	CDBG: \$0.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,000	0	0.00%	0	0	0.00%
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

1. Provide decent affordable and sustainable housing by preserving the housing stock.

The City of Cedar Falls utilizes several activities to support this priority. These activities include our Housing Rehabilitation and Repair Programs and administration, as well as support of the nonprofit agency Consumer Credit Counseling Services. As noted above, the City completed three rehabilitation and three repair work projects on homes in the community during FFY 2019. In complement, Consumer Credit Counseling provided financial counseling to 14 people from the City of Cedar Falls.

2. Provide suitable safe living environment integrating low-mod residents.

During this past year, the City of Cedar Falls managed, even with COVID-19 impacting nearly 30 percent of the year, to provide funding for housing rehabilitation and for supporting community service agencies serving residents. As a result, four of six service agencies did not meet their service targets. Said services were intended to prevent homelessness, financial stress, and assist low-and-moderate income households in the community.

3. Expand economic opportunities through self-supporting wages, home ownership, and empowering low-mod income persons to achieve self-sufficiency.

The City of Cedar Falls funded six service agencies aimed at meeting the objective of providing and maintaining support services that help City residents remain independent, while expanding economic opportunities and empowering low-and-moderate income households and individuals. All six agencies are Limited Clientele or low-to-moderate income providers. These agencies provided an array of services, including: parenting- family education for low-moderate income families with children, drug and alcohol dependency treatment, financial management and education, home healthcare, food distribution, and emergency shelter to the homeless among many other services. Each of the selected six service agencies were expected to serve a particular number of Cedar Falls residents with the use of CDBG funds. During this past year, two of six agencies exceeded their expected goals regarding the number of Cedar Falls residents or households served and counseling appointments completed. The four agencies that did not meet their goals were dramatically impacted by the Coronavirus (COVID-19) pandemic, which forced several to close or provide limited services, including remotely.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

CDBG	Households	Persons
White	2,698	6,308
Black or African American	291	689
Asian	51	119
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Other/Multi-Race	193	464
Total	3,233	7,580
Hispanic	140	279
Not Hispanic	3,093	7,301

Table 2 – Table of assistance to racial and ethnic populations by source of funds**Narrative**

As was detailed prior, Fiscal Year 2019 was dramatically affected by the Coronavirus (COVID-19) pandemic.

Of the households that received assistance and services in FFY 2019, 2,698, or 83.45 percent, were White and 291, or 9.00 percent, were Black or African American. Persons of Asian descent represented 51 household, or 1.58 percent, while 193 households, or 5.97 percent, identify as Other or Multi-Racial persons. Of the served population, 140 were reported to be of Hispanic ethnicity. According to Census statistics, these figures are somewhat consistent with the overall population percentages, which consists of 93.40 percent White, 2.10 percent Black or African American and 3.73 percent of the population reportedly being of Hispanic ethnicity. Cedar Falls does not have racially/ethnically concentrated areas.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public-Federal	\$943,561	\$433,828
HOME	Public-Federal	\$438,870	\$0
HOPWA	Public-Federal	\$0	\$0
ESG	Public-Federal	\$0	\$0
Other	Other	\$0	\$0

Table 3 - Resources Made Available

Narrative

The two primary federal funding resources used by the City of Cedar Falls are the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs, through a consortium with the City of Waterloo. The primary objective of the CDBG Program is to provide decent housing, a suitable living environment and economic opportunities for persons of low-and-moderate income levels. The HOME funds are primarily used for the development and rehabilitation of affordable ownership housing for low-and-moderate income households. During Program Year 2019, the City of Cedar Falls had approximately \$943,561 (this figure is comprised of \$372,039 from prior years plus \$253,085 awarded in FFY 2019, \$160,662 in CARES CV-1 funding, and \$157,775 in CARES CV-3 funding, all shown in the PR 26) in CDBG funds available for rehabilitation and repair, infrastructure, as well as agency projects and an approximate annual amount of \$95,000 in HOME funds for serving the residents of the City.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Cedar Falls	100%	100%	See Text Above

Table 4 – Identify the geographic distribution and location of investments

Narrative

Target Area: Cedar Falls (Serving Cedar Falls residents)
 Planned Percentage of Allocation: 100%
 Actual Percentage of Allocation: 100%

The CDBG funds were used in the City of Cedar Falls as designated. In addition to agency awards and infrastructure, the City expended funds for housing rehabilitation and repair programs. Currently, the City continues to manage lengthy client lists for these endeavors and is working to implement projects throughout the community.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Consolidated Plan. In program year 2019, the City expended \$433,828 in 2019 CDBG funds by completing three rehabilitation projects, three repair projects, a sanitary sewer project in LMI census tracts, financially assisted six different agencies serving low-to-moderate income persons, as well as crafted two substantial amendments to their 2019 Annual Action Plan and provided administrative services for the programs. After reviewing reports provided by these agencies, it has determined that each has incurred expenses far in excess of their awards in order to offer services to Cedar Falls residents. The table below suggests that for each CDBG dollar awarded, agencies matched those funds with approximately \$1.41 from other sources.

	Agency Award	Total Expended	Leveraged/Match
Consumer Credit Counseling	\$2,000	\$1,132.50	\$0.00
Family and Children’s Council	\$6,700	\$11,259.44	\$4,559.44
Cedar Valley Food Bank/Pantry	\$9,000	\$10,640.12	\$339.36
Pathways Behavioral	\$6,460	\$25,472.11	\$1,640.12
Salvation Army	\$9,000	\$9,339.36	\$0.00
Visiting Nurses Association	\$4,800	\$4,582.50	\$19,012.11
Total	\$37,960	\$62,426.03	\$25,551.03

In addition to agency awards, the City completed a sanitary sewer lining project in LMI Census Tracts within the community. The bid price of the project was \$305,461, with \$250,000 originating from CDBG funding. The difference, or \$55,461, was then paid by the City.

Publicly-owned land or property were not used to address community needs during this past year.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	40	17
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	40	17

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	7	6
Number of households supported through Acquisition of Existing Units	0	0
Total	7	6

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In terms of addressing homelessness, or reducing the threat of homelessness, the City of Cedar Falls funded six agencies, as stated previously. As is evident, two of the agencies provided services beyond the goals set by the City during FFY 2019, while four fell short from an attendance or appointment standpoint. Again, this is due in part to agency closures, service reductions, and other challenges related to the COVID-19 pandemic, including identifying Cedar Falls households with specific needs.

With regard to household services, the City focused on Housing Rehabilitation and Repair Programs. During the past year, the City ended up just short of its goal, primarily due to slowing of the housing the programs, as was caused by the Coronavirus (COVID-19) pandemic. This began in mid-March and ran through the end of the City's fiscal year in June 2020. The City's current waiting list includes six

prospective rehabilitation/repair properties under the annual program, and 17 projects in various stages under the CARES program.

Discuss how these outcomes will impact future annual action plans.

At this point, the City is striving to continue providing access to services under their CDBG and HOME programs during the Coronavirus (COVID-19) pandemic. While having to slow programs has caused some frustration, everyone involved is doing their best to allocate annual Entitlement CDBG, HOME, and the additional CARES Act funds, manage projects, and address unmet needs.

As indicated in prior years, one of the ongoing barriers to affordable housing for low-income residents in Cedar Falls continues to be the price of homes and land. Simply stated, Cedar Falls property has a higher value than surrounding cities. Accordingly, low-income residents are less able to find affordable housing within the community. During future annual action plans, we will continue to work to utilize other funding sources, such as HOME and the City of Waterloo, as well as work with agencies, including Habitat for Humanity to assist in their efforts to supply affordable homes to low income Cedar Falls residents through the use of HOME and CDBG funds.

Further, the City has identified several barriers to affordable housing in its Consolidated Plan and Analysis of Fair Housing Impediments, both of which were adopted in 2019 and then substantially amended due to CARES Act funding

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-Income	3,461	0
Renter		0
Owner		0
Low-income	2,249	0
Renter		0
Owner		0
Moderate Income	1,870	0
Renter		0
Owner		0
Total	7,580	0
Above Income Persons Served	2	0
Homeless Persons Served	17	0

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-Income	1,474	0
Renter		0
Owner		0
Low-income	963	0
Renter		0
Owner		0
Moderate Income	796	0
Renter		0
Owner		0
Total	3,233	0
Above Income Persons Served	2	0
Homeless Persons Served	17	0

Table 7 – Number of Households Served

Narrative Information

In addition to funding six service agencies, three rehabilitation and three repair projects were completed. In addition, during the past year, the City of Cedar Falls procured and completed a sanitary sewer project and bid a sidewalk infill project, both of which were in LMI census tracts. The City continues to contract with INRCOG to manage their programs and applicant lists for the programs. As previously stated, the City and INRCOG are working to expend the current year’s funding, along with unspent prior years’ funding, over the course of the next few fiscal years. Because of challenges related to implementing the rehabilitation and repair programs during the Coronavirus pandemic, together with the amount of unspent funds from prior years, the City finished the year just shy of their Annual Action Plan targets.

Public Service Agency awards accounted for most of the actual number of people served by the program during 2019. As shown in Table 7, the agencies served 3,461 extremely low-income persons, 2,243 very low-income persons and 1,865 low-income persons. All persons served by the agencies are considered Limited Income Clientele and thus presumed to be classified as Low-and-Moderate Income Households.

In addition, the rehabilitation and repair programs served no extremely low-income persons, six very low-income persons, and five low income persons, for a total of 11 persons during 2019.

Fostering Affordable Housing (91.520(a))

Regarding underserved needs, the community continued building relationships with agencies, after having completed its 2019-2023 Consolidated Action Plan public participation process. Generally, affordable housing is still a concern for residents and agencies, as the cost of housing is a challenge for low-and-moderate income households. As a result of these discussions, the City has a better understanding of each agency, their clients, and what they may need from the City, specifically those that relate to affordable housing. To that end, the City intends to maintain the relationships and working partnerships with the various agencies in an attempt to serve its residents as well as keep the agencies informed.

The City continued supporting rehabilitation and repairs of existing housing stock using the CDBG and HOME programs. To that end, lead-based paint will continue to be addressed in assisted low-and-moderate income housing in the community, as part of inspection and abatement efforts. As for any structural or organizational issues, the City is committed to addressing and resolving any impediments associated with either funding program, including those that may arise with either of the public partnering entities, the City of Waterloo or the Iowa Northland Regional Council of Governments (INRCOG). The City and INRCOG meet regularly to discuss topics and update each other regarding the progress of the program, as well to review detailed policy needs or issues.

Worst Case Needs

In addressing the “worst case” needs, the City of Cedar Falls attempts to assist those persons in several ways. First, the CDBG program is used to rehabilitate and repair single-family owner-occupied units in the community, as well as provides awards to agencies assisting qualifying households (i.e. homeless, involuntarily displaced, and those that are in danger of becoming homeless), or tries to use CDBG funding to offset infrastructure costs that may be assessed to property owners.

Second, the City manages a Housing Choice Vouchers (Section 8) Program that offers rent assistance to approved households where rent amounts may exceed 50 percent of the household’s income. Currently, the City maintains a goal of supporting 326 households under the HCV Program. With that said, the City is providing rent assistance for 219 households. The primary reason the City is serving less than their goal, is due to higher rent rates in the community, which means the City’s allocation is not enough to meet its goal of serving 326 Cedar Falls households. With that said, and because the allocation amounts may not increase enough to serve this many households, the City may wish to reset their goal regarding the number of households they hope to serve.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Needs of the homeless are identified through staff participation in the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. In addition, the agencies that the city chooses to fund with CDBG dollars provide services directly to persons that may be homeless or in danger of being homeless, on behalf of the City. Finally, the City of Cedar Falls is always open to developing new partnerships and strategies designed to address homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls used CDBG funds to address homelessness through funding to the Salvation Army Woman's Shelter, as well as five other agencies that indirectly affect homelessness in a positive fashion. The Shelter used the funds provided during this past year to finance minor improvements to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing. During the program year the Salvation Army Woman's Shelter assisted 17 persons from the Cedar Falls.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As was accomplished this year, the City intends to continue coordinating with agencies that can help the community prevent homelessness, specifically for persons being discharged from public institutions, health care facilities, corrections programs, mental health facilities, foster care, or youth programs.

To that end, as well as address other systems of care, the City of Cedar Falls provided awards to six agencies that offer these services to residents. The City also made awards to five agencies under the first CARES supplemental allocation (CV-1) as well as a seventh agency under CV-3 for preventing or addressing rent evictions and mortgage foreclosures. By doing so, the cost of these services is paid by the City's CDBG funding, as opposed to residents, which in turn, helps stretch the budgets of served persons and prevent homeless. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten the housing status or the immediate and/or basic needs of the assisted household. As an aside, funded agencies are classified as serving LMI or Limited Clientele populations.

CDBG funds were used to fund the Visiting Nurses Association, which provides in-home healthcare to low income elderly and disabled residents. These services allow residents with medical needs to remain in their homes even when assisted living is required. Funds are also provided to The Family and Children's Council which provides counseling services to families and youth. The FCC has a Parent Connection Program that provides parent education, social support and access to community resources through trained staff. In addition, Pathways Behavioral Services is funded in order to offer substance abuse treatment for persons in need, and the Northeast Iowa Food Bank/Food Pantry offers food for households in need of nutrition using their CDBG funding. Finally, the City funded Consumer Credit Counseling, which offered financial literacy and household budgeting courses and assistance, as well as financial management services, to residents.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The final agency that the City funded is the Salvation Army, which offers shelter for persons in need, most notably those persons that may be homeless. Specifically, CDBG funds are used for Salvation Army shelter maintenance and upkeep, which also provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing. As previously noted, the City of Cedar Falls has a sub-recipient agreement with Consumer Credit Counseling Services to provide budget and credit counseling, foreclosure prevention counseling, and home ownership counseling to low-and-moderate income Cedar Falls residents in order to prevent homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The City of Cedar Falls does not have a public housing program, nor does it operate or manage public housing property. The Low Rent Housing Agency of Cedar Falls, administered by the City of Cedar Falls Community Development Department, administers the Housing Choice Vouchers (Section 8) Program, but with higher rent levels in the community, the City's goal is to provide 326 units. Currently, 219 vouchers are being utilized. The Low-Rent Housing Agency of Cedar Falls has been rated as a high performer, according to the Section 8 Management Assessment Program (SEMAP).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

This is not applicable, as the City does not have a public housing program or manage public housing properties.

Actions taken to provide assistance to troubled PHAs

This is not applicable, as the City does not have a public housing program or manage public housing properties.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Currently, the need for quality, affordable housing continues to outpace the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has demand or unmet need for affordable housing.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population demand, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with "greenfield" residential development (that occurs on previously undeveloped land), most notably due to infrastructure costs.

Three public policy issues were begun during this past year that affect the City's CDBG Entitlement Program, redrafting and updating of the communitywide zoning ordinance, creation of a city resiliency plan, and implementation of areawide plans, most notably in the College Hill neighborhood and redevelopment of the Main Street business and living district. For a community the size of Cedar Falls, these are very large undertakings in consecutive years, but to do so concurrently, has required a considerable amount of staff time and effort, not to mention the public input processes being managed to accomplish these policy efforts, is laudable.

By looking at the three issues cited above, the City of Cedar Falls is taking action to address potential negative effects of public policy on affordable housing. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

The land use codes, specifically zoning, building, and other regulatory ordinances that the City has adopted, and are currently updating, are designed to treat properties and people uniformly and fairly. Regarding taxes, property tax assessment is based upon valuation, as determined by the Black Hawk County Assessor and certified by the County Auditor. In the case of the City portion of the total property tax, the City Council considers adjustment as part of their annual budgeting process, which is scheduled to be concluded in March every year. Said levy rates are set by classification (property use), and the percentage of which that is collected by the City is determined by the State of Iowa. In reviewing the City of Cedar Falls' tax rates, which are measured per \$1,000 of taxable value, over the course of the past eight fiscal years, the City has maintained a very consistent, stable property tax rate. The highest

rate during this time-period, which was certified in City Fiscal Year 2014, was \$12.02/\$1,000 in taxable valuation, and the lowest rate, \$10.95, was certified in CFY 2020.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for homelessness prevention services, the cost of which were borne by the Program, thus preventing served persons from having to weigh paying for housing-related expenses versus the other services they may need. Further, the City has chosen to expend part of its CDBG allocation to provide upgraded or updated infrastructure in low-and-moderate income census tracts.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Cedar Falls is proactive in attending meetings and networking with service agencies to identify needs in the community. They also monitor each of the agencies they fund with CDBG funding to ensure the funds are addressing community needs. The City staff has relayed the addresses of properties that have code violations so the housing staff may offer services to the homeowner.

Information regarding the CDBG program and Rehabilitation assistance has also been marketed in a newspaper article (Waterloo-Cedar Falls Courier) and a city newsletter called the "Currents". The local newsletter is distributed to Cedar Falls residents and to agencies that serve Cedar Falls residents. The City is also using its website to advertise basic program information, application, and the administrative plan associated with the rehabilitation projects. Finally, the City is utilizing its website to showcase its long-range plans for the CDBG and HOME programs within the community.

Together, the outreach the community has conducted is helping the City develop strategies for addressing obstacles, barrier, and unmet needs for persons in the community. The City in their Consolidated Plan is attempting to implement several new strategies that are intended to help persons overcome service, care, and housing barriers.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Iowa Northland Regional Council of Governments (INRCOG) directly, or through its procured subcontractor, provides lead risk assessment and completes lead- based paint clearance testing on the housing rehabilitation projects in Cedar Falls. If abatement work is completed, the entire property/project is also cleaned. At least one hour after the final cleaning a certified inspector does a visual examination to ensure there are no paint chips, dust, debris, or bare soil. The inspector then takes a dust sample from the window troughs, windowsills, and floors. The sampling is then tested in accordance with the HUD guidelines. In addition, per unit rehab budgets also include funds for relocation of families whose homes may be impacted by lead, as well as for addressing lead hazards such that units can be considered safe.

The City will continue to include lead-based hazard prevention measures in its program, including identification, testing, relocation, and remediation actions. Applicants, as a means of education, are also provided the lead paint brochure "Protect Your Family from Lead Paint in Your Home". This brochure explains the dangers of lead in the home.

Households receiving assistance through the Housing Choice Voucher program are also advised of lead hazards, and occupied units built prior to 1978 are assessed for lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

As indicated in the current and updated Consolidated and Annual Action Plans, the City of Cedar Falls has worked to eliminate poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build human, social, financial, physical, and natural assets. This work is completed with the idea that it will address several of the social and economic causes of poverty. Also, the work the contracted service agencies perform on behalf of the City helps increase educational and awareness opportunities for community residents, many of whom are at or below poverty levels.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As indicated in the Consolidated Plan, the close working relationship between the Cedar Falls City Council, Housing Commission and the Community Development staff helps to overcome any potential gaps in institutional structure. Through this program, the City has had the opportunity to build relationships with numerous agencies, organizations, and entities, all of which help the community build a network, and in some cases a safety net, of services for its residents. Furthermore, City of Cedar Falls staff work closely with the neighboring City of Waterloo on projects affecting the metropolitan area. Finally, the City continues building a relationship with the Iowa Northland Regional Council of Governments and their staff with regard to implementing both CDBG and HOME programs in the community.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Cedar Falls Housing Commission was significantly involved in implementation of the CDBG Entitlement and HOME programs during this past year. Membership of this committee includes persons from a wide cross-section of the community. Currently, the Commission includes a Section 8 Housing Choice Voucher participant, a realtor, a lender, a banker, a leader of an affordable housing advocacy group, a retired television and radio executive, and a former housing agency staff member (Habitat for Humanity). This unique composition allows for collaboration and communication of potential ideas that address fair housing issues, raise awareness of concern, and create working relationships that will help address housing issues. As has been documented, the City works closely with service agencies to ensure coordination, fill gaps where services are needed, and exchange feedback regarding underserved needs.

During this past year, the City continues to enhance relationships with several agencies, organizations, and service providers, through offering additional CDBG funding associated with the CARES Program. While the prior Consolidated Planning process used input forums, surveys, and interviews, the City staff and Housing Commission are committed to making the joint meeting process a regular occurrence, so as to allow for a forum of community needs as well as provide an opportunity to strategize how the impact of the CDBG may have maximum impact in the city.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction’s analysis of impediments to fair housing choice. 91.520(a)

The City of Cedar Falls, together with the City of Waterloo, completed an Analysis of Impediments to Fair Housing (AFH) in 2014, and updated it in 2019 as part of development of their Consolidated Plan. Said updated analysis identified impediments to fair housing in Cedar Falls and the actions suggested to address them, as follows:

Public Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. Limited English-Speaking Population. Conduct a four-factor analysis to determine which current systems for interpretation and translation are adequately serving the community. Ending with a Language Access Plan.
2. Focus CDBG funding on the provision of affordable rental units.
3. Consider a renter-focused CDBG-funded affordable housing project.
4. Planning departments in Consortium work together to arrange for a workshop for developers and landlords to broaden awareness of the concepts of universal design.
5. Provide incentives for employment training and apprenticeships aimed at residents of racially-impacted neighborhoods.
6. Target homeownership counseling to residents of impacted neighborhoods.

AFH Actions Accomplished:

During 2019, the City focused program funding on assisting low-and-moderate income households and families. A change that was identified during the Consolidated Plan update suggested directing assistance to affordable rental units (Suggested AFH Action #2), and as such, the City has programmed funding during the life of the new plan toward this endeavor. Likewise, the recent Consolidated Planning process discussed targeting funding on renter-occupied affordable housing projects (Suggested AFH Action #3). Finally, the City is working to reschedule a landlord informational forum and educational program relating to the Housing Choice Voucher program (Suggested AFH Action #4) in an attempt to encourage landlord participation in the program, as well as dispel any myths or misconceptions of the program itself. Staff was working toward conducting the forum, however, staffing changes and the Coronavirus pandemic caused its postponement. Also, the City purchased a new software module that allows rental property owners to register their units as well as to “advertise” the availability of HCV units to prospective voucher holders on-line.

Public Sector Impediments: Policy Based Need Areas

Suggested AFH Actions:

1. Cedar Falls Human Rights Commission outreach project. Determine viability of using CDBG funds to support an outreach project. Empower the Commission to enforce fair housing laws rather than referring residents to the Iowa Civil Rights Commission
2. Consortium should continue to engage in regional planning efforts to most efficiently match bus lines and stops with jobs, housing, and amenities.

AFH Actions Accomplished:

In regard to public policy needs, the City has had preliminary discussions regarding the use of CDBG funds to support outreach and strengthening the position of their local Human Rights Commission (Suggested AFH Action #1). Further, during the recent Consolidated Planning process, both cities in the consortium (Waterloo and Cedar Falls) had several opportunities to work on enhancing and improving transit services, most notably addressing route restructuring that could be oriented around land use and employment changes, as well as purchasing bus passes for CDBG clients. The City of Cedar Falls has included allocation of CDBG funding in the new plan toward improving transportation services that better serve housing areas, employment centers, community education and service providers for residents that may not have access to transit services (Suggested AFH Action #2).

Private Sector Impediments: Market Based Need Areas

Suggested AFH Actions:

1. Consortium should consider testing for mortgage discrimination by a qualified entity in order to more effectively target education, outreach, referral, and enforcement activities.
2. Apply for a grant for another round of testing, with particular emphasis on race and disability, should be considered by the Consortium.
3. Legal review of nuisance and rental inspection ordinances to ensure whether enforcement is consistent with applicable fair housing laws.

AFH Actions Accomplished:

As a result of an challenging rental market in Cedar Falls, as well as recent Iowa Code amendments and attempting to balance land use in the community, the City has spent, and will consider to spend, significant staff time addressing the interaction of local rental and nuisance ordinances and their impact on the community and applicable federal and state laws. This includes assessing the consistency of local laws and applicable fair housing regulations (Suggested AFH Action #3). The most recent example of this was when the City reviewed and amended local land use regulations in order to comply with changes in Iowa law with regard to how families may be defined and the corresponding impact on housing density and rental regulations.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Cedar Falls used numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the National Objectives for the CDBG Program. Further, said monitoring will utilize the Consolidated Plan, Annual Action Plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community.

Overall, expenditure of CDBG funds has been consistent with the goals outlined in all three planning

documents.

All direct housing rehabilitation and repair projects, challenged by the Coronavirus pandemic, were conducted according to prescribed HUD requirements this past year, including written applications, income verifications, procurement, contracting, inspections, lead-based paint protections, and closeout procedures. The City included minority-owned contracting businesses in the project bidding outreach processes. Only low-to-moderate income households were assisted under this program.

Agencies receiving funding were required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. The City of Cedar Falls continued working with public service agencies and nonprofit organizations to ensure they are reaching the goal of assisting residents with the greatest need, as well as to help stave off homelessness in the community. In addition, the City continued working with code enforcement and other departments to identify potential at-risk properties and residents.

During this past year, three additional infusions of CDBG funds occurred through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as a result of the COVID-19 pandemic. Two of the additional awards were provided through formula allocations from HUD, and the third was through an allocation from the State of Iowa (Iowa Economic Development Authority). The challenge for the City has been to prove that the funds are being used by persons, households, agencies, or organizations impacted by COVID-19 and to ensure the funds do not create a duplication of benefits situation for the recipients of the dollars. Low-and-moderate income households and persons, limited clientele populations, and areas have been, and will continue to be assisted with these CARES funds.

Finally, the Housing Commission and City Council reviewed and approved this Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the accomplishments and efforts made under the CDBG Entitlement Program, all after conducting the required, appropriate public input processes outlined in the City's Public Participation Plan, which was also updated during the pandemic this year.

All CDBG funds expended are subject to the US Department of Housing and Urban Development and the City's auditing and monitoring processes. In addition, planning and administrative work performed by INRCOG are subject to its independent auditing and records maintenance processes as well.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Three public meeting opportunities were provided regarding this specific CAPER Report, which is consistent with the City's updated Citizen Participation Plan: the regular December 8th, 2020 Housing Commission Meeting and the December 7th, 2020 and December 21st, 2020 City Council Meetings. Legal notice for this CAPER and the December 21st, 2020 City Council Public Hearing was advertised consistently with the City's Citizen Participation Plan, including a combined published 15-day comment period and legal public hearing notice. Specifically, the notice was published in the English and Spanish languages, and both notices offered reasonable accommodation for persons having a disability.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As a result of monitoring, eligibility concerns, and City reprioritization, the City chose to focus its CDBG funding and efforts on agency awards, sanitary sewer and sidewalk projects, and housing rehabilitation/repair during FFY 2019. In future years, the City is considering additional funding for LMI Area benefit programs that complete infrastructure, recreation, and sidewalks improvements, which are intended to positively impact larger numbers of people and geographic areas of the community.

Does the grantee have an existing Section 108 guarantee?

The City does not have a Section 108 guaranteed loan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City does not have an open BEDI grant.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

The City is not a BEDI grantee, and therefore, this query does not apply.



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: Thom Weintraut, AICP, Planner III
DATE: November 10, 2020
SUBJECT: Rezoning Request 2128 College Street (RZ20-007)

REQUEST: Rezone property from C-3: Commercial District and R-4: Multiple Residence District, to C-3: Commercial District.

PETITIONER: Levi Architecture; **OWNER:** S&G PAK, LLC

LOCATION: 2128 College Street

PROPOSAL

The proposal is to rezone a 0.4 acre (17,424 SF) property located at 2128 College Street, which currently has split zoning from the C-3: Commercial District and R-4: Multiple Residence District, to C-3: Commercial District. The property is located at the northeast corner of the intersection of College Street and W 22nd Street.

BACKGROUND

The commercial building on this property was constructed in 1964. The parcel is one of four (4) along the east side of College Street between 21st and 22nd Streets with split zoning: the west portion, approximately 85 feet along College Street is zoned C-3: Commercial District, and the east portion (rear), approximately 47 feet in depth, is zoned R-4: Multiple Residence District. The zoning district boundary is aligned with the zoning district boundary for the properties located between 20th and 21st Streets, where an alley is the east district boundary. It is likely the zoning boundaries were established when the Zoning Ordinance was adopted in 1970 and did not follow a property line or have a surveyed



legal description. The applicant is proposing to rezone the parcel based on the legal description to C-3 Commercial District to insure the complete C-3 zoning coverage of the entire property. The property is also located in the College Hill Neighborhood Overlay Zoning District. The property owner is requesting the zoning change to provide uniformity and compliance of the current use of the entire property and to afford a more streamlined redevelopment process for mixed use development in the future.

ANALYSIS

CURRENT ZONING

The R-4 Multiple Residence District serves as a transition zone between lower density residential districts and commercial districts. In addition to residential uses, the R-4 Residence district allows uses such as funeral home, hotels, personal services and medical and professional offices, but excludes retail uses.

The request is to change the zoning on 0.4 acres of land at 2128 College Street from R-4: Multiple Residence District to C-3: Commercial District. The site contains a building which houses a wine, liquor and tobacco/vape store. The uses along the east side of College Street north of the site are a duplex house and two (2) former single-family houses that have been converted into four (4) residential units each. Adjacent to the east is a city-owned parking lot at the corner of 22nd and Olive Street and a single-family residence north of the parking lot. Across the College Street going north starting at 22nd and College Streets in a multi-tenant commercial building, a nine (9) unit residential building, the Hidden Valley Apartments and lastly at the southwest intersection of 20th Street and College Street is a Kwik Star convenience store/gas station. On both sides of College Street south of 22nd Street is the main core of the College Hill commercial area.

PROPOSED ZONING

The C-3 Commercial District Zone designation allows for a broad range of commercial and retail uses. While this request does not include immediate changes to the use or site, the rezoning should make redevelopment easier in the future by providing uniform zoning. It should be noted, the site is currently non-conforming with regard to driveway access width, parking lot setback and parking lot standards. It is also noncompliant with the standards of the CHN: College Hill Neighborhood Overlay Zoning District (see below). A majority of this parcel is zoned C-3 Commercial District, and has likely been since adoption of the Zoning Ordinance. This request will bring an existing commercial use closer to conformance by making the entire parcel commercially zoned.

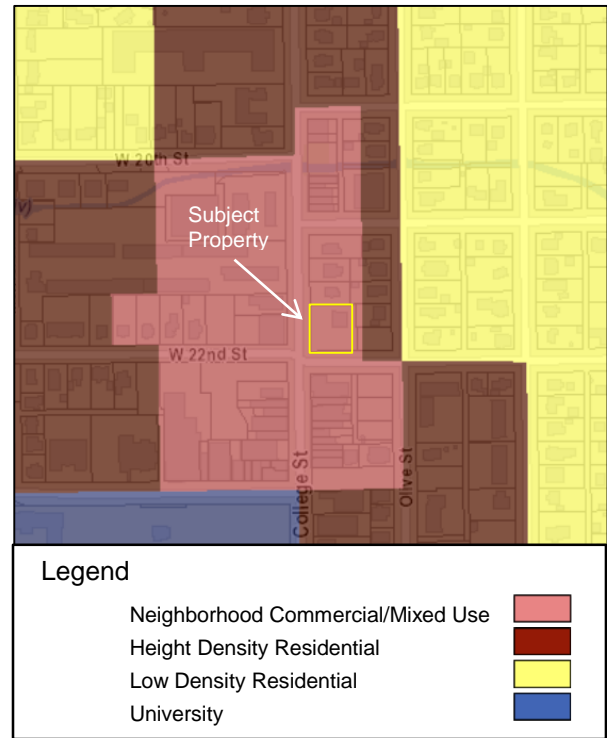
This site is also located within the CHN: College Hill Neighborhood Overlay Zoning District. The purpose of the CHN is to regulate development and land uses in the College Hill neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that compliments the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. The CHN encourages the placement of non-residential and commercial buildings to the front and corner of lots with a zero to 15 foot maximum setback from street lot lines to foster street activity and parking is prohibited in front and side yards. While there is no proposal for redevelopment of the property currently, the site would need to address these standards if it were further developed in the future. The proposed zoning will allow the possibility for further development of the site by clearing up the split zoning. Staff finds that

facilitating further development or redevelopment in a manner that is consistent with the CHN would be beneficial to the overall health of the College Hill Business District.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies this entire property and the properties to the north and south along both sides of College Street as Neighborhood Commercial/Mixed Use. One of the characteristics of this land use category is that it includes a range of low impact commercial uses providing a variety of neighborhood services. The College Hill Neighborhood section of the Comprehensive Plan encourages bringing mixed-used development to College Street between 21st and 22nd Street to provide a link to the “Upper Hill” and “Lower Hill” with a more cohesive, walkable retail area.

The future land use designated for the entire property is Neighborhood Commercial/Mixed Use, so amending the Future Land Use Map would not be necessary. The requested C3 Zoning is consistent with the Comprehensive Plan.



ACCESS TO PUBLIC SERVICES

The property is located in a developed area of the city and will have access to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The property currently has access from both College Street and W 22nd Street: however, the current access configuration is non-conforming with the College Hill Neighborhood Overlay Zoning District and the City’s access standards. There are two very wide curb cuts, one on College Street and one on 22nd Street that likely date to a time when the site was a gas station. These large curb cuts interrupt the walkable character of the street and create vehicular conflict points close to the corner. If the site is redeveloped or further developed in the future, these access points would be reviewed for modification as a part of the site plan process.

PUBLIC NOTICE

Notice of the rezoning proposal was mailed to the adjoining property owners with the potential date of public hearing and public hearing notice was also published in Waterloo Cedar Falls Courier on October 22, 2020.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, has no concerns with the proposed rezoning request, other than what is noted above with regard to excessive driveway access points.

STAFF RECOMMENDATION

The Community Development Department recommends approval of RZ20-007, a request to rezone a 0.4 acre (17,424 SF) property located at 2128 College Street from the C-3: Commercial District and R-4: Multiple Residence District, to C-3: Commercial District.

PLANNING & ZONING COMMISSION

Introduction 10/14/2020 Chair Holst introduced the item and Mr. Weintraut provided background information. He explained that the proposal is to rezone 2128 College Street (Bani's) from R-4, Multiple Residence District to C-3, Commercial District. The request is consistent with the Future Land Use Map and would encourage mixed-use development help link the "Upper" and "Lower" College Hill commercial area. All public services are accessible and it has access to street network, although he noted that the excessively wide curb cuts are nonconforming and inconsistent with the desired pedestrian-oriented character of the area, so noted that if the property is redeveloped these curb cuts may need to be modified. He provided photos of the site and discussed the how having unified zoning would help redevelopment plans. Staff welcomes comments from the Planning and Zoning Commission and the public and recommends scheduling a date for a public hearing.

Dan Levi (Levi Architecture) stated there has been discussion regarding redevelopment of this prominent corner and the vision for the College Hill District.

Kathryn Sogard (College Hill Partnership) read a letter of support for the rezoning.

Mr. Holst stated it is a pretty straightforward request to clean up an existing inconsistency in the zoning.

Discussion & Vote 10/28/2020 Chair Holst introduced the item and Mr. Weintraut provided background information. He explained that the petitioner is requesting to rezone the 0.4 acre parcel from R-4, Multiple Residence and C-3, Commercial to C-3, Commercial. Mr. Weintraut explained the current split zoning on the property was part of the adoption of the current Zoning Ordinance and did not have a definitive legal description for the zoning action. The applicant wants to insure the entire parcel based on the legal description is rezoned to C-3. Mr. Weintraut state the Comprehensive Plan encourages bringing mixed-use development to College Street and providing a link to the "Upper" and "Lower" Hill to achieve a more cohesive, walkable retail area. He noted that the site has access to public services and the street network, but if the property redevelops, the site would need to be brought up to current City standards. The staff recommends approval of the request.

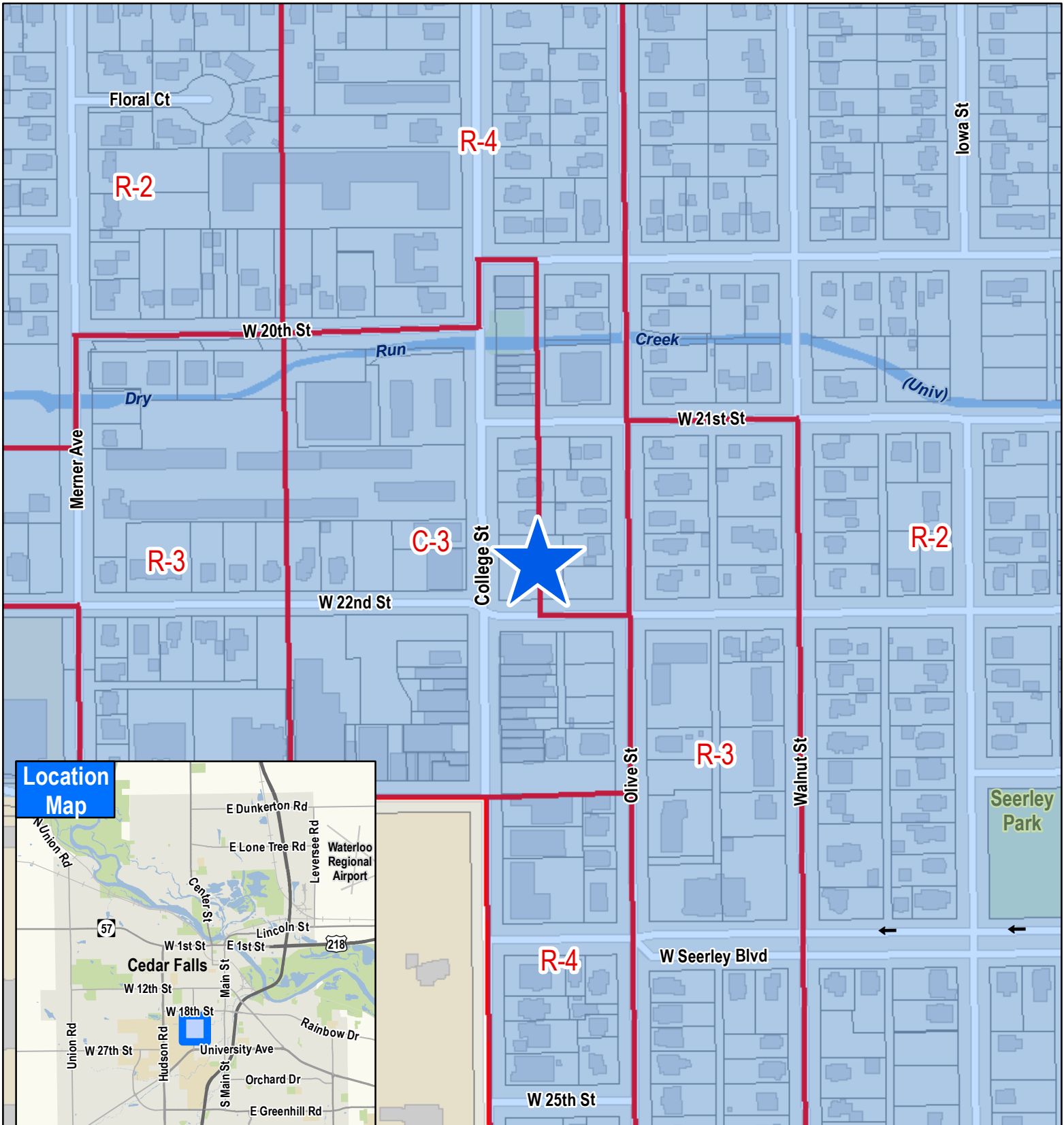
Ms. Prideaux made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

Attachments: Location Map
Rezoning Aerial Photo
College Hill Partnership Letter

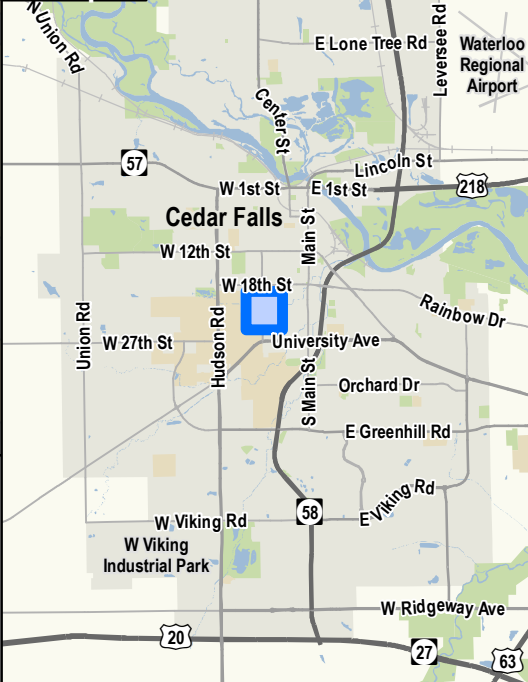
Cedar Falls Planning & Zoning Commission

October 14, 2020

Item 8.



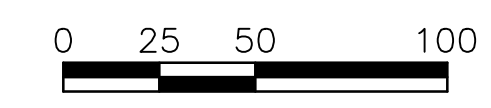
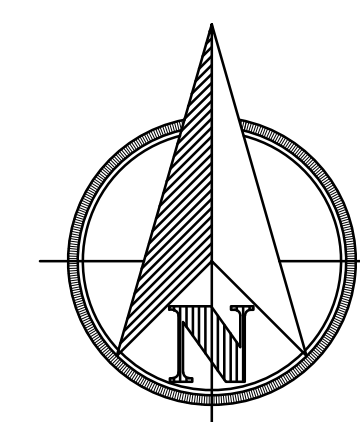
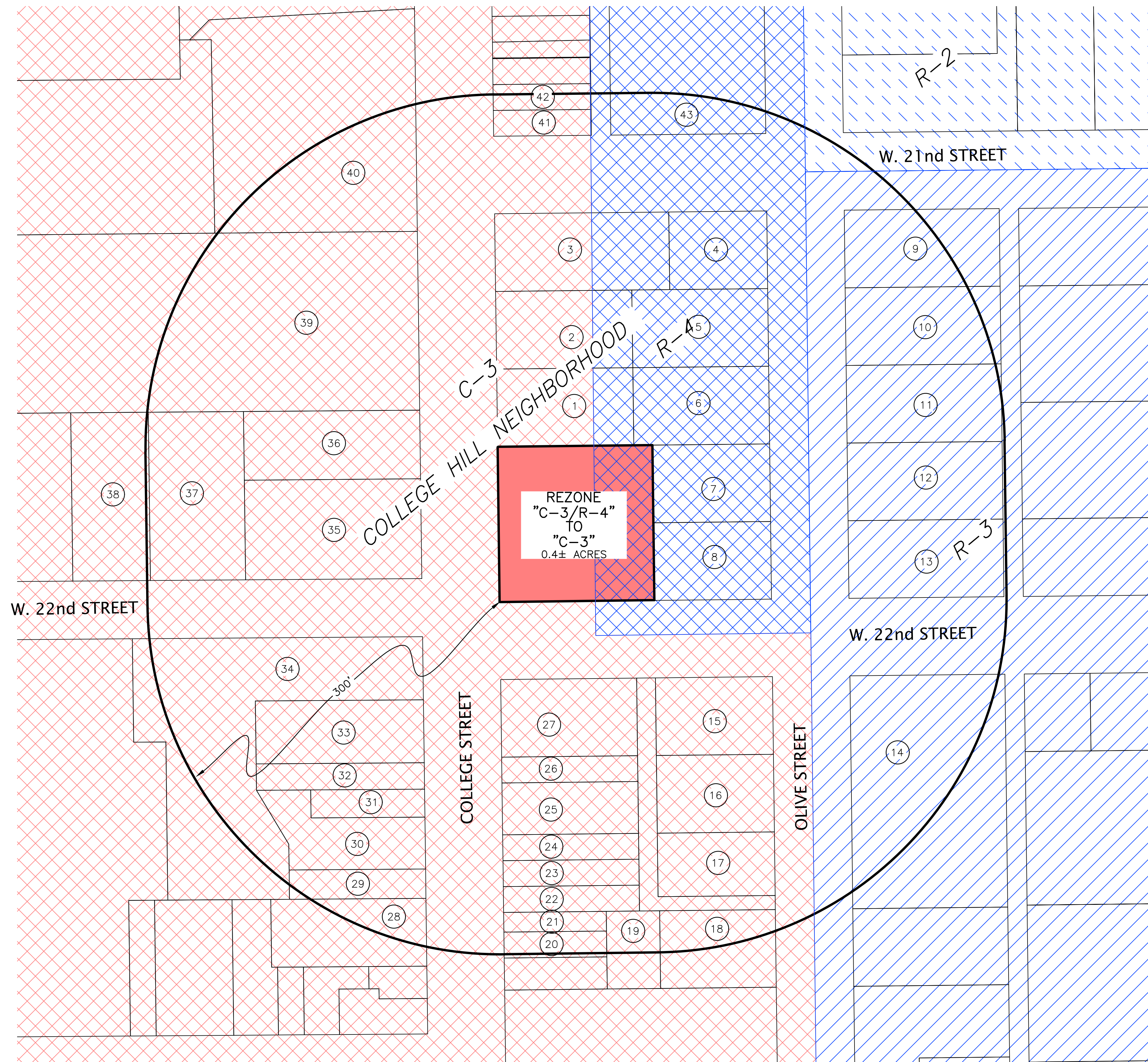
Location Map



Bani's - 2128 College St
R-4 to C-3

PROPERTIES WITHIN 300 FEET
OF
LOT NO. THREE (3), EXCEPT THE EAST
FIVE (5) RODS THEREOF, AND THE WEST
ONE HUNDRED THIRTY-TWO (132) FEET
OF LOT NO. FOUR (4) IN "NORMAL PLAT"
IN THE CITY OF CEDAR FALLS, BLACK
HAWK COUNTY, IOWA.

SEE ATTACHED SHEETS FOR
PROPERTY OWNER NAMES
AND ADDRESSES



NOTE:
CONCEPT PLAN IS BASED ON GIS AND RECORD
DATA AVAILABLE AND SUBJECT TO ACTUAL SITE
CONDITIONS.



College Hill Partnership

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2020-2021

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14 October 2020

To: Cedar Falls Planning and Zoning Commission Members
Cedar Falls, IA 50613

Members of the Cedar Falls Planning and Zoning Commission:

We are writing you after our October Board Meeting discussion and our support for the agenda item to Rezone Property 2128 College Street from C-3: Commercial District and R-4: Multiple Residence District, to C-3: Commercial District for the October 14th, 2020 meeting. This rezoning aligns with past vision plans created by the City of Cedar Falls and supported by the College Hill Partnership.

If the commission and council choose to approve this rezoning request, it will allow for improvements and changes to be made to the property located at this address. Any changes or enhancements would currently be difficult due to the split zoning districts it falls within. Making it easier for businesses to improve their property helps our district expand, enhance, and welcome patrons of all College Hill businesses and the entire community.

We hope you will vote in favor of this rezoning request for the betterment of College Hill and Cedar Falls.

Regards,

Kathryn Sogard, Executive Director

College Hill Partnership
on Behalf of the Partnership Board Of Directors

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

ORDINANCE NO. 2976

AN ORDINANCE REPEALING SECTION 26-118,
DISTRICT BOUNDARIES OF DIVISION I GENERALLY
OF ARTICLE III DISTRICT AND DISTRICT
REGULATIONS OF CHAPTER TWENTY-SIX (26), ZONING,
OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA,
AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS
AMENDED, SO AS TO APPLY AND INCLUDE TO THE
CHANGE IN THE ZONING MAP OF THE CITY OF
CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (case #RZ20-007)

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 0.40 acres of property from C-3: Commercial District and R-4: Multiple Residence District, to C-3: Commercial District more specifically described below; and

WHEREAS, said C-3 Commercial District allows for development flexibility to allow for mixed use development to ensure the area is developed in an orderly manner according to the principles of the Cedar Falls Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the C-3 Commercial District and College Hill Neighborhood Overlay Zoning District;

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

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

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

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

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

Section 1. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property legally described below, as now being in the C-3 Commercial Zoning District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Lot No. Three (3), except the East Five (5) rods thereof, and the West One Hundred Thirty-two (132) feet of Lot No. Four (4) in "Normal Plat" in the City of Cedar Falls, Black Hawk County, Iowa.

Section 2. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ November 16, 2020 _____

PASSED 1ST CONSIDERATION: _____ November 16, 2020 _____

PASSED 2ND CONSIDERATION: _____ December 7, 2020 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: December 9, 2020
SUBJECT: Amendments to Human Rights Commission Ordinances

Accompanying this Memorandum please find proposed amendments to Chapter 12 of the Code of Ordinances relating to the Cedar Falls Human Rights Commission.

These amendments are the same as presented and discussed at the joint work session that took place on Monday, November 16, 2020, except that the number of Commission members shall remain at nine.

Let me know if you have any additional questions.

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

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE I, IN GENERAL, ARTICLE II, HUMAN RIGHTS COMMISSION, AND ARTICLE III, UNFAIR OR DISCRIMINATORY PRACTICES, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW ARTICLE I, HUMAN RIGHTS COMMISSION, CONSISTING OF SECTION 12-1, PURPOSE OF CHAPTER; SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS; SECTION 12-3, COMPENSATION OF MEMBERS; SECTION 12-4, ELECTION OF OFFICERS; VACANCIES; SECTION 12-5, MEETINGS; RULES OF PROCEDURE; SECTION 12-6, DUTIES; AND SECTION 12-7, COOPERATION WITH OTHER AGENCIES.

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

1. *Section 1.* Article I, In General, Article II, Human Rights Commission, and Article III, Unfair or Discriminatory Practices, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and a new Article I, Human Right Commission, consisting of Section 12-1, Purpose of Chapter; Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications; Section 12-3, Compensation of Members; Section 12-4, Election of Officers; Vacancies; Section 12-5, Meetings; Rules of Procedure; Section 12-6, Duties; and Section 12-7, Cooperation With Other Agencies, is enacted in lieu thereof, as follows:

Chapter 12 - HUMAN RELATIONS

ARTICLE I. ~~— HUMAN RIGHTS COMMISSION IN GENERAL~~

Sec. 12-1. - Purpose of chapter.

It shall be the purpose of this chapter to establish a nonjudicial human rights commission in conformance with the Iowa Civil Rights Act, to declare a public policy of nondiscrimination in the city, to cooperate in the claims process with the Iowa Civil Rights Commission provide confidential investigation of complaints and conciliations, to hold necessary public hearings and to provide for educational programs to prevent and eliminate discrimination in the city.

(Code 2017, § 15-1; Ord. No. 2661, § 1, 7-14-2008)

~~Sec. 12-2. — Definitions.~~

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

~~*Commission* means the city human rights commission created by this chapter.~~

~~Commissioner means a member of the commission.~~

~~Court means the district court in and for the judicial district of the state in which the alleged unfair or discriminatory practice occurred, or any judge of such court if the court is not in session at that time.~~

~~Disability or handicap means the physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of "disability" does not preclude the application of provisions to conditions resulting from other contagious or infectious diseases.~~

~~Discriminate or discriminatory means and includes any difference in treatment because of race, religion, creed, color, national origin, sex, age, physical or mental disability, sexual orientation, gender identity, familial status, and shall include any or all of the unfair discriminatory practices contained in this chapter.~~

~~Employee means any person employed by an employer.~~

~~Employer means the city and any political subdivision, board, commission, department or institution thereof and the city community school district located within the city, and every other person employing employees within the city.~~

~~Employment agency means any person undertaking to procure employees or opportunities to work for any other person, or any persons holding themselves to be equipped to do so.~~

~~Familial status means one or more individuals under the age of 18 years domiciled with one of the following:~~

- ~~(1) A parent or another person having legal custody of the individual or individuals;~~
- ~~(2) The designee of the parent or the other person having custody of the individual or individuals with the written permission of the parent or other person;~~
- ~~(3) A person who is pregnant or is in the process of securing legal custody of the individual or individuals;~~
- ~~(4) A person who is pregnant or who is in the process of securing legal custody of an individual who has not attained the age of 18 years.~~

~~Gender identity means a gender-related identity of a person, regardless of the person's assigned sex at birth.~~

~~Labor organization means any organization which exists for the purpose in whole or in part of collective bargaining, of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.~~

~~Public accommodation.~~

- ~~(1) The term "public accommodation" means each and every place, establishment or facility of whatever kind, nature or class that caters or offers services, facilities or goods for a fee or charge to nonmembers of any organization or association utilizing the place, establishment or facility, provided that any place, establishment or facility that caters or offers services, facilities or goods to nonmembers gratuitously shall be deemed a public accommodation if the accommodation receives governmental support or subsidy. Public accommodation shall not mean any bona fide private club or other place, establishment or facility which is by its nature distinctly private; except that, when such distinctly private place, establishment or facility caters or offers services, facilities or goods to the nonmembers for a fee or charge or gratuitously, it shall be deemed a public accommodation during such period.~~
- ~~(2) The term "public accommodation" includes each state and local governmental unit or tax-supported district of whatever kind, nature or class that offers services, facilities or goods to the public, gratuitously or otherwise. This subsection shall not be construed by negative implication~~

~~or otherwise to restrict any part or portion of the definition of the term "public accommodation" set out in subsection (1) of this definition.~~

~~*Real property or housing accommodation* means any building, structure or portion thereof which is occupies as, or designated or intended for occupancy as, a residence, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.~~

~~*Sexual orientation* means actual or perceived heterosexuality, homosexuality, or bisexuality.~~

~~*Unfair practice or discriminatory practice* means those practices specified as unfair or discriminatory in article III of this chapter or Iowa Code ch. 216.~~

~~(Code 2017, § 15-2; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-3. – Interpretation of chapter.~~

~~This chapter shall be construed broadly to effectuate its purpose.~~

~~(Code 2017, § 15-3; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-4. – Penalty for violation of chapter.~~

~~(a) Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished accordingly.~~

~~(b) The above notwithstanding, in the event of an allegation of discriminatory housing practice, an aggrieved person shall have the right to institute a civil action to enforce the ordinance, and such action shall be commenced within one year from the date of occurrence or termination of the alleged practice. An aggrieved person may recover in a civil action filed under this chapter for a discriminatory housing practice, actual and punitive damages, temporary or permanent injunctions, and reasonable attorney fees. A civil action may not be filed by an aggrieved person after the commission or its designee has commenced a hearing on the record.~~

~~(Code 2017, § 15-4; Ord. No. 2661, § 1, 7-14-2008)~~

~~Secs. 12-5 – 12-26. – Reserved.~~

~~ARTICLE II. – HUMAN RIGHTS COMMISSION~~

~~Sec. 12-27. – Human Rights Commission; membership; appointment of members; term of office; and qualifications.~~

~~(a) The city human rights commission shall consist of nine members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.~~

~~(b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date~~

of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's nonreappointment by the mayor to an additional term.

(Code 2017, § 15-31; Ord. No. 2661, § 1, 7-14-2008; Ord. No. 2819, § 1, 6-9-2014; Ord. No. 2943, § 2, 6-3-2019)

Sec. 12-~~328~~. - Compensation of members.

The members of the commission shall serve without compensation, provided that they may receive actual and necessary expenses incurred, within the limits established by the city council.

(Code 2017, § 15-32; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-~~429~~. - Election of officers; vacancies.

The commission shall elect from its own membership, at its regular January meeting, its chairperson and at least one vice-chairman, each to serve for a term of one year. It shall, at its regular January meeting, elect a secretary, who may be, but need not be, a member of the commission. The commission shall fill vacancies among its officers for the remainder of the unexpired term.

(Code 2017, § 15-33; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-~~530~~. - Meetings; rules of procedure.

- (a) The commission shall hold at least three regular meetings per year. It shall meet at a time and place to be announced in accordance with the state Open Meetings Act. ~~Failure of a commission member to attend three consecutive meetings may be deemed a resignation unless attendance was excused.~~
- (b) The chairperson, vice-chairperson, or any three members of the commission may call a special meeting by giving at least 24 hours' notice to every member of the commission. The call for a special meeting shall include an agenda, and only matters included in that agenda may be discussed at the meeting.
- (c) A quorum of the commission shall consist of a simple majority of the members of the commission. A majority of the members present and voting shall be necessary for the passage of any motion. The chairperson shall vote as a member of the commission.
- (d) The commission may adopt, amend or rescind such rules as may be necessary for the conduct of its business.

(Code 2017, § 15-34; Ord. No. 2661, § 1, 7-14-2008)

~~Sec. 12-31. - Closed sessions; availability of records; restrictions on disclosure of information.~~

- ~~(a) The commission may hold closed sessions, but only as permitted by the Open Meetings Law, Iowa Code ch. 21.~~
- ~~(b) All records of the commission shall be public, except:

 - ~~(1) Charges, complaints, reports of investigations, statements and other documents or records obtained in investigation of any charges shall be closed records.~~~~

~~(2) The minutes of any session which is closed under the provisions of subsection (a) of this section shall be closed records.~~

~~(c) No member of the commission or of its staff shall disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation or persuasion, unless such disclosure is made in connection with the conduct of such investigation. This section does not prevent any complainant, respondent, witness or other person from publicizing the filing of a charge or complaint or the matter therein complained of.~~

~~(Code 2017, § 15-35; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-32. - Appointment and duties of staff.~~

~~The commission shall appoint and prescribe the duties of its staff, subject to approval of the city council and may from time to time name a commission designee to assist the commission in its duties under this article.~~

~~(Code 2017, § 15-36; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-33. - Duties.~~

~~(a) It shall be the duty of the commission to:~~

~~(1) Provide intake assistance for complaints from individuals who may be victims of discrimination and refer such complaints to the Iowa Civil Rights Commission for investigation and adjudication. Seek to conciliate complaints, hold hearings when necessary and pass upon charges or complaints alleging unfair or discriminatory practices as provided in section 12-57 et seq.~~

~~(2) Investigate and study the existence, character, causes, extent and effects of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, educational curricula programs and housing in this city, and to attempt to eliminate such discrimination by education, conciliation and, if necessary, further steps pursuant to this article.~~

~~(3) Promote equal opportunity Investigate possible areas of discrimination in all areas of city government. The commission shall request and obtain such cooperation, assistance and data from city departments as may be reasonably necessary to carry out its work.~~

~~(4) Formulate and carry out an educational program designed to prevent and eliminate discrimination.~~

~~(5) Adopt such rules and regulations as may be necessary to govern, expedite and effectuate the provisions of this article.~~

~~(6) Render to the city council, not less than once a year, a written report of its activities and recommendations.~~

~~(7) Cooperate with federal, state, regional, county and city agencies, citizens, citizen organizations, the board of education and private schools in formulating and developing courses of education to accomplish the objectives of this article.~~

~~(8) Make recommendations to the mayor and council for such further ordinances concerning discrimination as it may deem necessary and desirable.~~

~~(b) In carrying out its duties under this article the commission shall further the city's public policy of nondiscrimination in the city on the basis of race, age, creed, color, sex, national origin, religion, ancestry, disability, familial status, sexual orientation or gender identity. The commission may also initiate complaints, seek judicial action, and issue and seek enforcement of subpoenas in the furtherance of this article.~~

(Code 2017, § 15-37; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-~~73~~4. - Cooperation with other agencies.

The commission shall cooperate with the state civil rights commission, the United States Civil Rights Commission, the federal Equal Employment Opportunity Commission and other agencies with similar purposes.

(Code 2017, § 15-38; Ord. No. 2661, § 1, 7-14-2008)

~~Secs. 12-35—12-56.—Reserved.~~

~~ARTICLE III.—UNFAIR OR DISCRIMINATORY PRACTICES~~

~~DIVISION 1.—GENERALLY~~

~~Sec. 12-57.—Aiding or abetting discriminatory practice; discrimination against person opposing unlawful practice.~~

~~It shall be an unfair or discriminatory practice for any person to:~~

~~(1)—Intentionally aid, abet, compel or coerce another person to engage in any of the practices declared unfair or discriminatory by this article.~~

~~(2)—Discriminate against another person in any of the rights protected against discrimination on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, familial status or disability by this article because such person has lawfully opposed any practice forbidden under this article, obeys the provisions of this article, or has filed a complaint, testified or assisted in any proceeding under this article. Further, it shall be a violation of this article to engage in conduct that constitutes interference, coercion, threat or intimidation of anyone exercising, or having exercised, any substantive rights granted by this article. An employer or employment agency or their employees, servants or agents may offer employment or advertise for employment to only the disabled, when other applicants have available to them other employment compatible with their ability which would not be available to the disabled because of their handicap. Any such employment or offer of employment shall not discriminate among the disabled on the basis of race, religion, color, creed, sex, sexual orientation, gender identity, familial status, or national origin.~~

~~(Code 2017, § 15-56; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-58.—Exceptions for certain benefits provided by employer.~~

~~(a)—The provisions of this article relating to discrimination because of age do not apply to a retirement plan or benefits system of an employer unless the plan or system is a mere subterfuge adopted for the purpose of evading this article. However, a retirement plan or benefit system shall not require the involuntary retirement of a person under the age of 70 years because of that person's age. This subsection does not prohibit the involuntary retirement of a person who has attained the age of 65~~

years and has, for the two prior years, been employed in a bona fide executive position or high policy-making position and who is entitled to an immediate, nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan of the employer which equals \$27,000.00. This retirement benefit test may be adjusted according to the regulations prescribed by the United States Secretary of Labor pursuant to PL 95-256, section 3.

(b) — A health insurance program provided by an employer may exclude coverage of abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.

(c) — An employee welfare plan may provide life, disability or health insurance benefits which vary by age, based on actuarial differences, if the employer contributes equally for all the participating employees, or may provide for employer contributions differing by age if the benefits for all the participating employees do not vary by age.

(Code 2017, § 15-57; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-59. — Promotion or transfer of disabled individual.

After a person with a disability is employed, the employer shall not be required under this article to promote or transfer the person to another job or occupation unless, prior to such transfer, the person with the disability, by training or experience, is qualified for such job or occupation. Any collective bargaining agreement between an employer and a labor organization shall contain this section as a part of such agreement.

(Code 2017, § 15-58; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-60. — Filing of complaints.

(a) — Any person claiming to be aggrieved by a discriminatory or unfair practice within the city may, individually or with an attorney, make, sign and file a verified written complaint of discriminatory practice. The commission, a member of the commission, the city attorney or the state civil rights commission may, in like manner, make, sign and file such complaint. Any place of public accommodation, employer, labor organization or other person who has any employees or members who refuse or threaten to refuse to comply with the provisions of this article may, in like manner, make, sign and file such complaint.

(b) — A verified copy of a complaint filed with the state civil rights commission under the provisions of Iowa Code ch. 216, as amended, shall be a sufficient charge for the purpose of this article, if it alleges either in the text thereof or in accompanying statements that the alleged discriminatory practices occurred within the city.

(c) — Charges may be filed with any member of the commission, with the director or secretary of the commission or with the city clerk.

~~(d) Any complaint filed under this article shall be so filed within 300 days after the most recent act constituting the alleged discriminatory or unfair practice.~~

~~(e) Any person claiming to be aggrieved or about to be aggrieved related to a housing discriminatory or unfair practice within the city may, individually or with an attorney, make, sign and file a verified written complaint of discriminatory practice. The commission, a member of the commission, the city attorney or the state civil rights commission may, in like manner, make, sign and file such complaint. Any place of public accommodation, employer, labor organization or other person who has any employees or members who refuse or threaten to refuse to comply with the provisions of this article may, in like manner, make, sign and file such complaint.~~

~~(Code 2017, § 15-59; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-61.— Notice to state civil rights commission.~~

~~The secretary of the commission shall notify the state civil rights commission in writing of the filing of a complaint under this article, and shall provide such other and further information thereon as from time to time the commission shall deem proper. The complaint may be cross filed with the state Iowa Civil Rights Commission unless the complainant specifically instructs the commission not to cross file with the state commission.~~

~~(Code 2017, § 15-60; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-62.— Proceedings after filing complaint.~~

~~(a) After the filing of a verified complaint under this article, a true copy of the complaint shall be served within ten days by certified mail on the person against whom the complaint is being filed, along with a statement advising such respondent of the procedural rights and obligations of respondents under this title; and respondent shall have ten days in which to respond to the complaint. The commission or its designee may extend these timelines when necessary to effectuate justice but, in any event, must initiate the investigation within 30 days of the filing of the complaint.~~

~~(b) Upon receipt of respondent's answer, or after the expiration of ten days, the commission may offer mediation/conciliation to the parties. Such mediation/conciliation shall be conducted by a qualified mediator.~~

~~(c) While informal mediation/conciliation may be available to the parties at any step of the complaint process, if both parties accept mediation/conciliation, a formal mediation/conciliation session shall be held within 30 days of the date on which such acceptance is received by the commission unless otherwise agreed to by the parties and the commission.~~

~~(d) In the event formal mediation/conciliation is declined by either party, or is unsuccessful in resolving the claim of discrimination, the complaint file shall be assigned for fact finding/investigation. The assignment for fact finding investigation does not prohibit mediation/conciliation from being undertaken at any stage of the case processing.~~

~~(e) The commission shall complete such fact finding/investigation within 100 days after the filing of the complaint, unless it is impracticable to do so. If the commission is unable to complete the investigation within 100 days after filing of the complaint, the commission shall notify complainant and respondent, in writing, of the reasons for not doing so. In any event, the commission shall make final administrative disposition of the complaint within one year from the date of receipt of the complaint, unless impracticable. Written notification of the reasons for failure to complete processing within one year shall be provided to the complainant and respondent.~~

~~(Code 2017, § 15-61; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-63. Proceedings related to the investigation.~~

~~(a) A fact-finding team of one or more commissioners or the commission designee shall meet with the complainant and the respondent and shall make a determination as to probable cause. If the matter is resolved during the fact-finding process, the commission shall issue an order setting forth the terms of the resolution. Such order shall be delivered by certified mail to the complainant and the respondent and shall become final ten days after the date of mailing.~~

~~(b) If the fact-finding team finds that no probable cause exists with respect to a complaint filed under this article, the commission shall issue an order dismissing the complaint and shall promptly mail a copy to the complainant and to the respondent by certified mail. If the complainant fails to object in writing to the order finding no probable cause within ten days of mailing of such written notice, the order shall become final. The secretary of the commission shall report such fact to the state civil rights commission.~~

~~(c) If the complainant shall timely object, in writing, to such findings, the claim shall be re-evaluated by the fact-finding commission(s) or designee to determine if the claim should be reopened or whether the no probable cause finding should be the final decision. If the fact-finding again determines that the finding is no probable cause, the complainant, respondent, and the state's commission shall be notified in writing of the finding. The complaint shall then be closed.~~

~~(d) At the end of each investigation under this section, the commission or commission's designee shall prepare a final investigative report containing the following information to the extent it was gathered in the investigation process:~~

~~(1) The names and dates of contacts with witnesses;~~

~~(2) A summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;~~

~~(3) A summary description of other pertinent records;~~

~~(4) A summary of witness statements; and~~

~~(5) Answers to interrogatories, if applicable.~~

(e) ~~At any time 60 days after the filing of the complaint, the complainant may request a right to sue letter. Upon receipt of the complainant's written request for a right to sue letter, the commission or its designee shall issue the right to sue letter. Upon the issuance of the right to sue letter, the commission shall close its file and notify the respondent and the state commission of the issuance of the right to sue letter.~~

(f) ~~The commission or its designee may elect after a preliminary investigation of a complaint to close a complaint as an administrative closure. In the event of an administrative closure, the commission shall issue a right to sue letter allowing a complainant to initiate court proceeding in the Iowa District Court within 90 days of the date of the administrative closure.~~

~~(Code 2017, § 15-62; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-64.— Proceedings after probable cause determination.~~

~~In the event of a failure to eliminate an unfair or discriminatory practice by means of conciliation within 90 days of a finding of probable cause by the commission, the commission shall hold a public hearing. The commission shall notify the state civil rights commission of the failure of the conciliation efforts and that the complaint will proceed to public hearing. The duty to hold a hearing within 90 days may be extended by agreement of the commission and the parties.~~

~~(Code 2017, § 15-65; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-65.— Public hearing.~~

(a) ~~The chairperson may designate three or more commissioners, not including any commissioner who may have been directly involved as a fact finder or conciliator, to act as hearing commissioners. One of those designated shall be named the presiding member. In the alternative, the chairperson may retain a person to act as the administrative law judge, or commission designee, or to assist the commission with the process of conducting the hearing and rendering a decision at the commission's expense.~~

(b) ~~The commission or designee shall serve on the respondent a notice of the charge and the time and place of the hearing. Such notice shall be a public record. The hearing shall be held not less than ten days after the issuance of the notice and must be held in a building open to the public in the city. The hearing commissioners or designee may adjourn the hearing from time to time.~~

(c) ~~Formal pleadings are not required, but the respondent may file an answer. The respondent shall also have the right to appear at the hearing in person, or to be represented by an attorney or any other person, and to examine and cross-examine witnesses and to present evidence in the respondent's own behalf. The complainant shall have the right to intervene and participate in the hearing.~~

(d) ~~The commission shall have the power to reasonably and fairly amend the complaint, and the party charged shall have the power to reasonably and fairly amend the answer at any time before a final order is entered in the case.~~

~~(e) The city attorney, commission attorney or an attorney designated by the commission shall conduct the case on behalf of the commission. If the city attorney is unable to conduct the case by reason of conflict of interest or otherwise, the city council may appoint a special attorney to conduct the case on behalf of the commission.~~

~~(f) The complainant and respondent may introduce further evidence to support or defend the claims alleged in the complaint, either in person or by attorney.~~

~~(g) If the respondent shall fail to appear in person or by attorney at the hearing, the hearing commissioners or designee shall proceed to consider the testimony offered and shall base their decision thereon.~~

~~(h) The evidence shall be taken under oath. The commission or designee shall apply the rules of evidence used in administrative hearings in the State of Iowa.~~

~~(i) The public hearing shall be tape recorded by the commission or designee. Duplicate tapes shall be available to all parties at no cost. The tapes shall be kept on file in the city clerk's office for a period of five years. In the alternative, the commission or its designee may appoint a certified court reporter in lieu of tape recording at the commission's expense.~~

~~(Code 2017, § 15-66; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-66.— Action by commission.~~

~~(a) If, upon taking into consideration all of the evidence at a hearing, the commission or its designee determines that the respondent has engaged in a discriminatory or unfair practice, the commission or its designee shall state its findings of fact and conclusions of law, and shall issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take the necessary remedial action as in the judgment of the commission will carry out the purposes of this article. A copy of the order shall be delivered to the respondent, to the complainant and to any other public officers and persons as the commission deems proper. Such order:~~

~~(1) Shall consist of a short and plain statement of the facts upon which the commission has found reasonable cause to believe that a discriminatory practice has occurred or is about to occur if the basis of the claim is housing; and~~

~~(2) Shall be based on the evidence presented at the hearing.~~

~~(b) If the commission determines that the matter involves the legality of any state or local zoning or other land use law or ordinance, the commission shall immediately refer the matter to the attorney general for appropriate action.~~

~~(c) For the purposes of this section and pursuant to the provisions of this article, the term "remedial action" includes, but is not limited to, the following:~~

~~(1) Hiring, reinstatement or upgrading of employees with or without pay. Interim earned income and unemployment compensation shall operate to reduce the pay otherwise allowable.~~

~~(2) Admission or restoration of individuals to a labor organization or admission to or participation in a guidance program, apprenticeship training program, on the job training program or other occupational training or retraining program, with the utilization of objective criteria in the admission of individuals to such programs.~~

~~(3) Admission of individuals to a public accommodation or an educational institution.~~

~~(4) Sale, exchange, lease, rental, assignment or sublease of real property to an individual.~~

~~(5) Extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges and services of the respondent denied to the complainant because of the discriminatory or unfair practice.~~

~~(6) Reporting as to the manner of compliance.~~

~~(7) Posting notices in conspicuous places in the respondent's place of business in a form prescribed by the commission, and inclusion of notices in advertising material.~~

~~(8) Payment to the complainant of damages for an injury caused by the discriminatory or unfair practice, which damages shall include, but are not limited to, actual damages, court costs and reasonable attorney fees.~~

~~(d) In addition to the remedies provided in subsections (a), (b), and (c) of this section, the commission or its designee may issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take such affirmative action as in the judgment of the commission will carry out the purposes of this article as follows:~~

~~(1) In the case of a respondent operating by virtue of a license issued by the city or a political subdivision or agency, if the commission or its designee, upon notice to the respondent with an opportunity to be heard, determines that the respondent has engaged in a discriminatory or unfair practice and that the practice was authorized, requested, commanded, performed or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of his employment, the commission or its designee shall so certify to the licensing agency. Unless the commission finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the licensing agency. If a certification is made pursuant to this section, the licensing agency may initiate licensee disciplinary procedures.~~

~~(2) In the case of a respondent who is found by the commission to have engaged in a discriminatory or unfair practice in the course of performing under a contract or subcontract with the city or a political subdivision or agency, if the practice was authorized, requested, commanded, performed or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of his employment, the commission shall so certify to the contracting agency.~~

Unless the commission's or its designee's finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the contracting agency. Upon receiving a certification made under this section, a contracting agency may take appropriate action to terminate a contract or portion thereof previously entered into with the respondent, either absolutely or on condition that the respondent carry out a program of compliance with the provisions of this article, and assist the city and all political subdivisions and agencies thereof to refrain from entering into further contracts.

(e) The terms of a conciliation agreement reached with the respondent may require him to refrain in the future from committing discriminatory or unfair practices of the type stated in the agreement, to take remedial action as in the judgment of the commission will carry out the purposes of this article, and to consent to the entry in an appropriate district court of a consent decree embodying the terms of the conciliation agreement. Violation of such a consent decree may be punished as contempt by the court in which it is filed, upon a showing by the commission of the violation at any time within 18 months of its occurrence. In all cases where a conciliation agreement is entered into, the commission shall issue an order stating its terms and furnish a copy of the order to the complainant, the respondent and such other persons as the commission deems proper. At any time, in its discretion, the commission may investigate whether the terms of the agreement are being complied with by the respondent. Upon a finding that the terms of the conciliation agreement are not being complied with by the respondent, the commission shall take appropriate action to ensure compliance.

(Code 2017, § 15-67; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-67. Judicial review.

Judicial review of the actions of the commission may be sought in district court as provided in Iowa Code § 216.17, as amended.

(Code 2017, § 15-68; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-68. Temporary injunctions.

If, at any time after the filing of a complaint under this article, it shall appear to the commission that there is reason to believe that the respondent has violated this article and there is reason to believe that the respondent is about to do acts which would make impossible his compliance with an order of the commissioner to alleviate the grievance, the commission may direct its attorney to seek a temporary injunction restraining the respondent from doing these acts pending completion of the proceedings under this article.

(Code 2017, § 15-69; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-69. Subpoenas.

(a) The commission or its designee shall have the power to subpoena witnesses and compel their attendance, to administer oaths and take the testimony of any person under oath, and to compel the

~~parties to produce for examination any books and papers relating to any matter involved in a complaint. A subpoena may be issued upon the signature of a commission member. The commission shall issue subpoenas in the same manner and for the same purposes on behalf of the respondent upon request. Refusal to obey a subpoena issued by the commission is punishable by fine of not more than \$100.00 or imprisonment in the county jail for not more than 30 days. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena. Persons refusing to obey such subpoena may be subject to punishment for contempt.~~

~~(b) The commission or its designee shall also have the power to issue subpoenas and order discovery in aid of investigations and hearings of alleged unfair or discriminatory practices as described in this article. The subpoenas and discovery may be ordered to the same extent and are subject to the same limitations as subpoenas and discovery in a civil action in district court.~~

~~(Code 2017, § 15-70; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-70. Provision to be included in city public works contracts.~~

~~The city and all subdivisions and agencies thereof shall include in all public works contracts negotiated a provision obligating the public works contractor and employees, agents and subcontractors not to commit any of the unfair or discriminatory employment practices set forth in this article, and the provision shall also be included by the public works contractor in contracts with all subcontractors.~~

~~(Code 2017, § 15-71; Ord. No. 2661, § 1, 7-14-2008)~~

~~Secs. 12-71—12-98. Reserved.~~

~~DIVISION 2. CREDIT~~

~~Sec. 12-99. Prohibited credit practices.~~

~~(a) A creditor shall not refuse to enter into a consumer credit transaction or impose finance charges or terms or conditions more onerous than those which are usually extended by that creditor to consumers of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical disability or familial status.~~

~~(b) A person authorized or licensed to do business in this state pursuant to Iowa Code ch. 524, 533, 534, 536 or 536A shall not refuse to loan or extend credit or impose terms or conditions more onerous than those regularly extended to those persons of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical disability or familial status.~~

~~(c) A creditor shall not refuse to offer credit life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability, sex, sexual orientation, gender identity, or familial status. Refusal by a creditor to offer credit life or health and accident~~

insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not prohibited by Iowa Code title XIII, subtitle 1 (Iowa Code § 505.1 et seq.).

(d) — The provisions of this section shall not be construed by negative implication or otherwise to narrow or restrict any other provisions of this division.

(Code 2017, § 15-91; Ord. No. 2661, § 1, 7-14-2008)

~~Secs. 12-100—12-126. — Reserved.~~

~~DIVISION 3. — EDUCATION~~

~~Sec. 12-127. — Prohibited education practices.~~

(a) — It is an unfair or discriminatory practice for any educational institution to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in any program or activity. Such discriminatory practices shall include, but not be limited to, the following practices:

(1) — Exclusion of a person or persons from participation in, denial of the benefits of, or subjection to discrimination in any academic, extracurricular, research, occupational training, or other program or activity except athletic programs;

(2) — Denial of comparable opportunity in intramural and interscholastic athletic programs;

(3) — Discrimination among persons in employment and the conditions of employment;

(4) — On the basis of sex, the application of any rule concerning the actual or potential parental, family, or marital status of a person, or the exclusion of any person from any program or activity or employment because of pregnancy or related conditions dependent upon the physician's diagnosis and certification.

(b) — For the purpose of this section, the term "educational institution" includes any preschool, elementary or secondary school, community college, area education agency, or postsecondary college or university and their governing boards. This section does not prohibit an educational institution from maintaining separate toilet facilities, locker rooms, or living facilities for the different sexes so long as comparable facilities are provided. Nothing in this section shall be construed as prohibiting any bona fide religious institution from imposing qualifications based on religion, sexual orientation, or gender identity when such qualifications are related to a bona fide religious purpose or any institution from admitting students of only one sex.

(Code 2017, § 15-111; Ord. No. 2661, § 1, 7-14-2008)

~~Secs. 12-128—12-152. — Reserved.~~

~~DIVISION 4. — EMPLOYMENT~~

~~Sec. 12-153.— Prohibited employment practices.~~

~~It shall be an unfair or discriminatory practice:~~

~~(1) For any person to refuse to hire, accept, register, classify or refer for employment, to discharge any employee, or to otherwise discriminate in employment against any applicant for employment or any employee because of the age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability of such applicant or employee, unless based upon the nature of the occupation. If a disabled person is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminating practices prohibited by this subsection.~~

~~(2) For any labor organization or the employees, agents or members thereof to refuse to admit to membership any applicant, to expel any member or to otherwise discriminate against any applicant for membership or any member in the privileges, rights, or benefits of such membership because of the age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability of such applicant or member.~~

~~(3) For any employer, employment agency or labor organization or the employees, agents or members thereof to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability are unwelcome, objectionable, not acceptable or not solicited for employment or membership, unless based on the nature of the occupation. If a disabled person is qualified to perform a particular occupation by reason of training or experience, the nature of that occupation shall not be the basis for exception to the unfair or discriminating practices prohibited by this subsection. An employer or employment agency or their employees, servants or agents may offer employment or advertise for employment to only the disabled, when other applicants have available to them other employment compatible with their ability which would not be available to the disabled because of their handicap. Any such employment or offer of employment shall not discriminate among the disabled on the basis of race, color, creed, sex, sexual orientation, gender identity, or national origin.~~

~~(4) For any person to solicit or require as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or to affect the terms, conditions or privileges of employment or terminate the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency or labor organization or their employees, agents or members and an employee or prospective employee concerning employment, pay or benefits to an employee or prospective employee, in return for taking a test for the presence of the antibody to the human immunodeficiency virus, is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the director of public health declares, through the utilization of guidelines established by the Center for Disease Control of the United States Department of Health and Human Services, that a person with a condition related~~

to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

(Code 2017, § 15-131; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-154. Policies relating to pregnancy or childbirth.

Employment policies relating to pregnancy and childbirth shall be governed by the following:

(1) A written or unwritten employment policy or practice which excludes from employment applicants or employees because of the employee's pregnancy is a prima facie violation of this division.

(2) Disabilities caused or contributed to by the employee's pregnancy, miscarriage or childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to the employee's pregnancy or giving birth on the same terms and conditions as they are applied to other temporary disabilities.

(3) Disabilities caused or contributed to by legal abortion and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any temporary disability or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any temporary disability insurance or sick leave plan, formal or informal, shall be applied to a disability due to legal abortion on the same terms and conditions as they are applied to other temporary disabilities. The employer may elect to exclude health insurance coverage for abortion from a plan provided by the employer, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.

(4) An employer shall not terminate the employment of a person disabled by pregnancy because of the employee's pregnancy.

(5) Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or sick leave plan available in connection with employment, the employer of the pregnant employee shall not refuse to grant to the employee who is disabled by the pregnancy a leave of absence if the leave of absence is for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical conditions, or for eight weeks, whichever is less. However, the employee must provide timely notice of the period of leave requested and the employer must approve any change in the period requested before the change is effective. Before granting the leave of absence, the employer may require that the employee's disability resulting from pregnancy be

verified by medical certification stating that the employee is not able to reasonably perform the duties of employment.

(Code 2017, § 15-132; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-155.—Exemptions.

(a) — This division shall not prohibit discrimination on the basis of age if the person subject to the discrimination is under the age of 18 years, unless that person is considered by law to be an adult.

(b) — Notwithstanding the provisions of this division, a state or federal program designed to benefit a specific age classification which serves a bona fide public purpose shall be permissible.

(c) — This section shall not apply to age discrimination in bona fide apprenticeship employment programs if the employee is over 45 years of age.

(d) — This section shall not apply to:

(1) — Any employer who regularly employs less than four individuals. For purposes of this subsection, individuals who are members of the employer's family shall not be counted as employees.

(2) — The employment of individuals for work within the home of the employer, if the employer or members of his family reside therein during such employment.

(3) — The employment of individuals to render personal service to the person of the employer or members of the employer's family.

(4) — Any bona fide religious institution or its educational facility, association, corporation or society, with respect to any qualifications for employment based on religion, when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional personnel or an administrative officer, serving in a supervisory capacity of a bona fide religious educational facility or religious institution, shall be presumed to be a bona fide occupational qualification.

(Code 2017, § 15-133; Ord. No. 2661, § 1, 7-14-2008)

Secs. 12-156 — 12-178. — Reserved.

DIVISION 5. — HOUSING

Sec. 12-179. — Definitions.

In addition to the definitions found in section 12-2, the following definitions shall apply to sections 12-180 to 12-183:

Aggrieved person includes any person who:

(1) — Claims to have been injured by a discriminatory housing practice; or

(2) — Believes that such person will be injured by a discriminatory housing practice that is about to occur.

Covered multi-unit dwelling:

(1) — Building consisting of four or more units if such buildings have one or more elevators; and

(2) — Ground floor units in other buildings consisting of four or more units.

Family includes single individuals.

Person means and includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in cases under title II, receivers, and fiduciaries.

(Code 2017, § 15-151; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-180. — Prohibited housing practices.

It shall be an unfair or discriminatory practice for any person, owner, or person acting for an owner, of rights to housing or real property, with or without compensation, including, but not limited to, persons licensed as real estate brokers or salespersons, attorneys, auctioneers, agents or representatives by power of attorney or appointment, or any person acting under court order, deed of trust, or will:

(1) — To refuse to sell, rent lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.

(2) — To discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status, in the terms, conditions or privileges of the sale, rental, lease, assignment or sublease of any real property or housing accommodation or any part, portion or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

(3) — To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement, that indicates a preference or limitation for the purchase, rental, lease, assignment, or sublease of any real property or housing accommodation or any part, portion or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.

(4) — To discriminate against the lessee or purchaser of any real property or housing accommodation or part, portion or interest of the real property or housing accommodation, or against any prospective lessee or purchaser of the property or accommodation, because of the race, color, creed, religion, sex, sexual orientation, gender identity, disability, age, familial status, or national origin of persons who may

from time to time be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity.

(5) ~~A person shall not, for profit, induce or attempt to induce another person to sell or rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.~~

(6) ~~A person shall not represent to a person because of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status that a dwelling is not available for inspection, sale, or rental when the dwelling is available for inspection, sale or rental.~~

a. ~~A person shall not discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability of any of the following persons:~~

1. ~~That buyer or renter.~~

2. ~~A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.~~

3. ~~A person associated with that buyer or renter.~~

b. ~~A person shall not discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability of any of the following persons:~~

1. ~~That person.~~

2. ~~A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.~~

3. ~~A person associated with that person.~~

c. ~~For the purposes of this subsection only, discrimination includes any of the following circumstances:~~

1. ~~A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. In the case of a rental, a landlord may, where reasonable to do so, condition permission for a modification on the renter's agreement to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.~~

2. ~~A refusal to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.~~

3. ~~In connection with the design and construction of covered multifamily dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in a manner that meets the following requirements:~~

(i) ~~The public use and common use portions of the dwellings are readily accessible to and usable by disabled persons.~~

(ii) ~~All doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs.~~

(iii) ~~All premises within the dwellings contain the following features of adaptive design:~~

A. ~~An accessible route into and through the dwelling.~~

B. ~~Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.~~

C. ~~Reinforcements in bathroom walls to allow later installation of grab bars.~~

D. ~~Usable kitchens and bathrooms so that a person in a wheelchair can maneuver about the space.~~

d. ~~Compliance with the appropriate requirements of the American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People, commonly cited as "ANSI A 117.1," satisfies the requirements of subsection (6)c.3(iii) of this section.~~

e. ~~Nothing in this subsection requires that a dwelling be made available to a person whose tenancy would constitute a direct threat to the health or safety of other persons or whose tenancy would result in substantial physical damage to the property of others.~~

(7) ~~A person, or other entity, whose business includes engaging in residential real estate related transactions shall not discriminate against a person in making a residential real estate related transaction available or in terms or conditions of a residential real estate related transaction because of race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.~~

a. ~~For the purpose of this subsection, the term "residential real estate related transaction" means any of the following:~~

1. ~~To make or purchase loans or provide other financial assistance to purchase, construct, improve, repair, or maintain a dwelling, or secured by residential real estate.~~

2. ~~To sell, broker, or appraise residential real estate.~~

b. ~~Appraisal exemption. Nothing in this division prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, sex, sexual orientation, gender identity, color, religion, national origin, disability or familial status.~~

(8) ~~A person shall not deny another person access to, or membership or participation in a multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or discriminate against a person in terms or conditions of access,~~

membership, or participation in such organization because of race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.

(Code 2017, § 15-152; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-181.—Exemptions.

(a)—The provisions of this division shall not apply to:

(1)—Any single-unit house sold or rented by an owner, provided that such private individual owner does not own more than three such single-unit houses at any one time; provided, further, That in the case of the sale of any such single-unit house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any 24 month period; provided, further, that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-unit house houses at any one time; provided further, that after December 31, 1969, the sale or rental of any such single-unit house shall be excepted from the application of this division only if such house is sold or rented:

a.—Without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person; and

b.—Without the publication, posting or mailing, after notice, of any advertisement or written notice in violation of section 12-180; but nothing in this proviso shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title.

(2)—Dwellings containing no more than four independent dwelling units, if the owner actually maintains and occupies one of such dwelling units as his residence.

(b)—Nothing in this division shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin. Nor shall anything in this division prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(c) Nothing in this division limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling. Nor does any provision in this division regarding familial status apply with respect to housing for older persons.

(1) As used in this section, the term "housing for older persons" means housing:

a. Provided under any state or federal program is specifically designed and operated to assist elderly persons (as defined in the state or federal program); or

b. Intended for, and solely occupied by, persons 62 years of age or older; or

c. Intended and operated for occupancy by persons 55 years of age or older; and

1. At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;

2. The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subsection; and

3. The housing facility or community complies with rules issued by the secretary for verification of occupancy, which shall:

(i) Provide for verification by reliable surveys and affidavits; and

(ii) Include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of subsection (c)(1)c.2 of this section. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

(2) Housing shall not fail to meet the requirements for housing for older persons by reason of:

a. Persons residing in such housing as of the date of enactment of this Act who do not meet the age requirements as set forth above, provided that new occupants of such housing meet such age requirements; or

b. Unoccupied units, provided that such units are reserved for occupancy by persons who meet the age requirements set forth in (c)(1) of this section.

(Code 2017, § 15-153; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-182.— Civil action for enforcement of housing complaint.

In a civil action under this division, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief which a court could grant with respect to such discriminatory housing practice in a civil action under 42 USC 3613. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by the aggrieved person under 42 USC 3613 shall also accrue to that aggrieved person in a civil action under this subsection. If monetary relief is sought for the benefit of an aggrieved person who does not intervene in the civil action, the court

shall not award such relief if that aggrieved person has not complied with discovery order entered by the court. The court may also award punitive damages, attorney fees, and civil penalties as defined in 12-183.

(Code 2017, § 15-155; Ord. No. 2661, § 1, 7-14-2008)

Sec. 12-183.— Civil penalties in the administrative hearing.

In addition to any other remedies under this division, if the commission or its designee finds that a respondent has engaged in or is about to engage in a discriminatory housing practice, after the hearing on this matter it shall promptly issue an order for such relief as may be appropriate, which may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent:

(1) In an amount not exceeding \$250.00 if the respondent has not been adjudged to have committed any prior discriminatory housing practice;

(2) In an amount not exceeding \$500.00 if the respondent has been adjudged to have committed one other discriminatory housing practice during the five-year period ending on the date of the filing of this charge; and

(3) In an amount not exceeding \$1,000.00 if the respondent has been adjudged to have committed two or more discriminatory housing practices during the seven-year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the subject of the charges are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties set forth in subsections (b) and (c) of this section may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred.

(Code 2017, § 15-156; Ord. No. 2661, § 1, 7-14-2008)

Secs. 12-184—12-204.— Reserved.

DIVISION 6.— PUBLIC ACCOMMODATIONS OR SERVICES

Sec. 12-205.— Prohibited practices.

It shall be an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager or superintendent of any public accommodation or any agent, or employee thereof to:

(1) Refuse or deny to any person, because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability, the accommodations, advantages, facilities, services or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability in the furnishing of such accommodations, advantages, facilities, services or privileges.

~~(2) — Directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability is unwelcome, objectionable, not acceptable or not solicited.~~

~~(Code 2017, § 15-171; Ord. No. 2661, § 1, 7-14-2008)~~

~~Sec. 12-206. — Exemptions.~~

~~This division shall not apply to:~~

~~(1) — Any bona fide religious institution with respect to any qualifications the institution may impose based on religion, when such qualifications are related to bona fide religious purposes.~~

~~(2) — The rental or leasing to transient individuals of less than six rooms within a single housing accommodation by the occupant or owner of such housing accommodation, if the occupant or owner resides therein.~~

~~(Code 2017, § 15-172; Ord. No. 2661, § 1, 7-14-2008)~~

INTRODUCED: _____ December 7, 2020 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2977

AN ORDINANCE REPEALING ARTICLE I, IN GENERAL, ARTICLE II, HUMAN RIGHTS COMMISSION, AND ARTICLE III, UNFAIR OR DISCRIMINATORY PRACTICES, OF CHAPTER 12, HUMAN RELATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW ARTICLE I, HUMAN RIGHTS COMMISSION, CONSISTING OF SECTION 12-1, PURPOSE OF CHAPTER; SECTION 12-2, HUMAN RIGHTS COMMISSION; MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS; SECTION 12-3, COMPENSATION OF MEMBERS; SECTION 12-4, ELECTION OF OFFICERS; VACANCIES; SECTION 12-5, MEETINGS; RULES OF PROCEDURE; SECTION 12-6, DUTIES; AND SECTION 12-7, COOPERATION WITH OTHER AGENCIES.

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

1. *Section 1.* Article I, In General, Article II, Human Rights Commission, and Article III, Unfair or Discriminatory Practices, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and a new Article I, Human Right Commission, consisting of Section 12-1, Purpose of Chapter; Section 12-2, Human Rights Commission; Membership; Appointment of Members; Term of Office; and Qualifications; Section 12-3, Compensation of Members; Section 12-4, Election of Officers; Vacancies; Section 12-5, Meetings; Rules of Procedure; Section 12-6, Duties; and Section 12-7, Cooperation With Other Agencies, is enacted in lieu thereof, as follows:

Chapter 12 - HUMAN RELATIONS

ARTICLE I. – HUMAN RIGHTS COMMISSION

Sec. 12-1. - Purpose of chapter.

It shall be the purpose of this chapter to establish a nonjudicial human rights commission in conformance with the Iowa Civil Rights Act, to declare a public policy of nondiscrimination in the city, to cooperate in the claims process with the Iowa Civil Rights Commission and to provide for educational programs to prevent and eliminate discrimination in the city.

Sec. 12-2. – Human Rights Commission; membership; appointment of members; term of office; and qualifications.

(a) The city human rights commission shall consist of nine members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

- (b) In so far as reasonably practicable, appointees for membership on the commission shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the commission upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the commission on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the commission until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

Sec. 12-3. - Compensation of members.

The members of the commission shall serve without compensation, provided that they may receive actual and necessary expenses incurred, within the limits established by the city council.

Sec. 12-4. - Election of officers; vacancies.

The commission shall elect from its own membership, at its regular January meeting, its chairperson and at least one vice-chairman, each to serve for a term of one year. It shall, at its regular January meeting, elect a secretary, who may be, but need not be, a member of the commission. The commission shall fill vacancies among its officers for the remainder of the unexpired term.

Sec. 12-5. - Meetings; rules of procedure.

- (a) The commission shall hold at least three regular meetings per year. It shall meet at a time and place to be announced in accordance with the state Open Meetings Act.
- (b) The chairperson, vice-chairperson, or any three members of the commission may call a special meeting by giving at least 24 hours' notice to every member of the commission. The call for a special meeting shall include an agenda, and only matters included in that agenda may be discussed at the meeting.
- (c) A quorum of the commission shall consist of a simple majority of the members of the commission. A majority of the members present and voting shall be necessary for the passage of any motion. The chairperson shall vote as a member of the commission.
- (d) The commission may adopt, amend or rescind such rules as may be necessary for the conduct of its business.

Sec. 12-6. - Duties.

- (a) It shall be the duty of the commission to:
- (1) Provide intake assistance for complaints from individuals who may be victims of discrimination and refer such complaints to the Iowa Civil Rights Commission for investigation and adjudication.
 - (2) Investigate and study the existence, character, causes, extent and effects of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, educational curricula programs and housing in this city, and to attempt to eliminate such discrimination by education.

- (3) Promote equal opportunity in all areas of city government. The commission shall request and obtain such cooperation, assistance and data from city departments as may be reasonably necessary to carry out its work.
 - (4) Formulate and carry out an educational program designed to prevent and eliminate discrimination.
 - (5) Adopt such rules and regulations as may be necessary to govern, expedite and effectuate the provisions of this article.
 - (6) Render to the city council, not less than once a year, a written report of its activities and recommendations.
 - (7) Cooperate with federal, state, regional, county and city agencies, citizens, citizen organizations, the board of education and private schools in formulating and developing courses of education to accomplish the objectives of this article.
- (b) In carrying out its duties under this article the commission shall further the city's public policy of nondiscrimination in the city on the basis of race, age, creed, color, sex, national origin, religion, ancestry, disability, familial status, sexual orientation or gender identity.

Sec. 12-7. - Cooperation with other agencies.

The commission shall cooperate with the state civil rights commission, the United States Civil Rights Commission, the federal Equal Employment Opportunity Commission and other agencies with similar purposes.

INTRODUCED: _____ December 7, 2020 _____

PASSED 1ST CONSIDERATION: _____ December 7, 2020 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council

FROM: Chase Schrage, Director of Public Works

DATE: December 1, 2020

SUBJECT: Updates to City Code Chapter 23 Traffic and Motor Vehicles Section 2

The proposed changes to *Chapter 23: Traffic and Motor Vehicles, Section 2: Definitions* is intended to outline the use of electric bikes (E-bikes) on the City recreational trails.

The City Council received a presentation on October 19, 2020 in which outlined the characteristics of the classes of E-bikes. Direction was provided to staff to draft an ordinance to include all classes of E-bikes(3 classes) with an age restriction of 14 years old.

The drafted ordinance changes will allow operators with a minimum age of 14 years old the use of E-bikes (Class I, II, III) to be used on the City recreational trail system.

If you have any questions or concerns, please feel free to ask.

xc: Kevin Rogers, City Attorney

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 23-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE UNNUMBERED PARAGRAPH ENTITLED BICYCLE, AND ENACTING A NEW UNNUMBERED PARAGRAPH ENTITLED BICYCLE IN LIEU THEREOF; AND 2) AMENDING DIVISION 1, GENERALLY, OF ARTICLE IX, BICYCLES, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY STRIKING SECTION 23-629, DEFINITIONS, IN ITS ENTIRETY.

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

Section 1. Section 23-2, Definitions, of Article I, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by striking the unnumbered paragraph entitled *Bicycle*, in its entirety, and enacting a new unnumbered paragraph entitled *Bicycle*, in lieu thereof, as follows:

Bicycle means either of the following:

- (1) A device having ~~two wheels a wheel or wheels which is propelled by human power~~ and having at least one saddle or seat for the use of a rider ~~which is propelled by human power~~; or
- (2) Electric-assist bicycles as follows:
 - a. A device having two or three wheels with fully-operable pedals and an electric motor that provides assistance only when the operator is pedaling, and that ceases to provide assistance when the bicycle reaches a maximum speed of 28 miles per hour of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour.
 - b. A device having two or three wheels with fully-operable pedals and an electric motor that provides assistance when the operator is pedaling or when the operator activates and controls the motor manually, and the motor ceases to provide assistance when the bicycle reaches a maximum speed of 20 miles per hour.
 - c. The operator of an electric-assist bicycle must be at least 14 years of age.

Section 2. Section 23-629, Definitions, of Division 1, Generally, of Article IX, Bicycles, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety.

~~Sec. 23-629.—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:~~

~~*Bicycle* means every device propelled by human power upon which any person may ride, having two tandem wheels either of which is over 15 inches in diameter.~~

~~(Code 2017, § 26-481)~~

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2978

AN ORDINANCE 1) AMENDING SECTION 23-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE UNNUMBERED PARAGRAPH ENTITLED BICYCLE, AND ENACTING A NEW UNNUMBERED PARAGRAPH ENTITLED BICYCLE IN LIEU THEREOF; AND 2) AMENDING DIVISION 1, GENERALLY, OF ARTICLE IX, BICYCLES, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY STRIKING SECTION 23-629, DEFINITIONS, IN ITS ENTIRETY.

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

Section 1. Section 23-2, Definitions, of Article I, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by striking the unnumbered paragraph entitled *Bicycle*, in its entirety, and enacting a new unnumbered paragraph entitled *Bicycle*, in lieu thereof, as follows:

Bicycle means either of the following:

- (1) A device having a wheel or wheels which is propelled by human power and having at least one saddle or seat for the use of a rider; or
- (2) Electric-assist bicycles as follows:
 - a. A device having two or three wheels with fully-operable pedals and an electric motor that provides assistance only when the operator is pedaling, and that ceases to provide assistance when the bicycle reaches a maximum speed of 28 miles per hour.
 - b. A device having two or three wheels with fully-operable pedals and an electric motor that provides assistance when the operator is pedaling or when the operator activates and controls the motor manually, and the motor ceases to provide assistance when the bicycle reaches a maximum speed of 20 miles per hour.
 - c. The operator of an electric-assist bicycle must be at least 14 years of age.

Section 2. Section 23-629, Definitions, of Division 1, Generally, of Article IX, Bicycles, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety.

INTRODUCED: _____ December 7, 2020

PASSED 1ST CONSIDERATION: _____ December 7, 2020

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: December 9, 2020
SUBJECT: Commercial Truck/Trailer Ordinance

Attached to this Memorandum please find a proposed Commercial Truck/Trailer Ordinance.

Council referred this matter to City Staff to develop a proposed ordinance that addresses the parking of vehicles and trailers, other than cars and pickups, on City streets.

Subsequent to the referral, City staff undertook an analysis of the parking of vehicles and trailers on City streets. Analysis confirmed that nearly all complaints lodged by residents come from residential neighborhoods. In addition, analysis determined that far and away the biggest issue of parking of vehicles other than cars and pickups on residential streets involves commercial trucks and trailers.

The proposed ordinance is limited to residential streets as defined. In addition, the ordinance is drafted to address only the parking of commercial trucks and commercial trailers, other than cars and pickups. Exceptions are included for commercial trucks and trailers involved in work at or nearby to residential premises.

This ordinance would not affect the 48 hour time limitation for the parking of all vehicles on city streets, which would remain in place.

Please feel free to contact me if you have any questions.

ORDINANCE NO. 2979

AN ORDINANCE AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 23-388, COMMERCIAL TRUCKS AND TRAILERS PROHIBITED

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

Section 1. Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new Section 23-388, titled Commercial Trucks and Trailers Prohibited, as follows:

Sec. 23-388. – Commercial trucks and trailers prohibited.

No person shall park on the street or in the right-of-way in a residential block a commercial truck, other than a pick-up, or a commercial trailer, except for a person actively loading or unloading, or a person actively engaged in providing authorized services or conducting authorized activities for or upon adjacent or nearby premises, provided that such person is otherwise legally parked. For purposes of this section “residential block” means a city block in which at least half the structures are permanent residences. Also for purposes of this section “commercial truck” and “commercial trailer” mean a vehicle designed for carrying persons or property, provided that such vehicle is used in the exchange of goods or services for compensation.

INTRODUCED: _____ December 7, 2020

PASSED 1ST CONSIDERATION: _____ December 7, 2020

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

From: Rob Green
Sent: Monday, December 14, 2020 9:09 AM
To: 'Angela Waseskuk'
Cc: Jacque Danielsen; Jennifer Rodenbeck; Ron Gaines
Subject: RE: Human Rights Commission Resignation

From: Angela Waseskuk [<mailto:angela.waseskuk@uni.edu>]
Sent: Sunday, December 13, 2020 11:42 PM
To: Rob Green
Subject: Human Rights Commission

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.

Dear Mayor Green,

I have decided to resign from my position on the Cedar Falls Human Rights Commission. As you are very aware, there is much work to be done towards a more equitable and inclusive Cedar Falls community, and at this point in time, my energies are best utilized towards these efforts outside of the commission.

Respectfully,
Angela Waseskuk

--

Angela Waseskuk
she/her/hers
Art Foundations Coordinator
University of Northern Iowa
208 Kamerick Art Building
Cedar Falls, Iowa 50614
319.273.7355
On ceded land of the Sauk and Meskwaki
www.angelawaseskuk.com

 **IMAGINING AMERICA**
artists + scholars in public life
at the **University of Northern Iowa**



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

Item 13.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: December 17, 2020
SUBJECT: Nominations for Reappointment to the Health Trust Fund Board of Trustees
REF: (a) Code of Ordinances, City of Cedar Falls §2-364

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following for reappointment to the Cedar Falls Health Trust Fund Board of Trustees for six-year terms, as their current terms expire on December 31, 2020:
 - Ms. Chelsey Bowermaster (Reappointment) – Term ends 12/31/2026
 - Mr. Floyd Winter (Reappointment) – Term ends 12/31/2026
2. The board service of these two nominees has been reviewed by City staff. All members have had satisfactory attendance and have actively been contributing to the work of the Board; all have agreed to serve for an additional term if approved by the City Council.
3. Please contact me if you have any questions about the above nominations.

Xc: City Administrator
Director, Finance and Business Operations

###

CEDAR FALLS CITY COUNCIL GOAL SETTING

NOVEMBER 17 & 19, 2020

Goal Setting Work Sessions

City Council members held goal setting work sessions on November 17 and 19, 2020. In attendance and participating at these meetings were council members Frank Darrah, Susan DeBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Mayor Rob Green.

Also attending were City Administrator, Ron Gaines, Director of Community Development Stephanie Houk Sheetz, Assistant Public Safety Director/Police Chief Craig Berte, Director of Finance and Business Operations Jennifer Rodenbeck, Director of Public Works, Chase Schrage.

Policy Agreements

November 17, 2020

After review and discussion, the Council reached general consensus on the following policy issues:

1. FY 21-22 Budgetary/Financial Goals

- a) Property tax goal
 - Increase residential properties no more than the CPI
- b) Use Backfill for Capital Project if received
- c) Continue to transfer TIF release to Economic Development Fund
- d) Maintain General fund cash reserves at 20%
- e) Only issue replacement debt
- f) Maintain a debt strategy that protects a least 25-30% of capacity
- g) Use general funds savings for certain projects
- h) Build user funds into capital projects when establishing fees
- i) Seek minimum private donation match of 25% of/for recreation & quality of life projects
- j) Emergency Reserve Fund
 - Agreed to put \$963,000 Local Govt Relief Fund in the Emergency Reserve Fund
 - Retain balance of \$1.5-2 million for emergencies
 - Some council members would like to see balance closer to \$2M
 - Council asked staff to review their recommended balance goal for 2021. The current number was based on the 2016 floods.
- k) Black Hawk County Gaming Association. Council was supportive of the project list and timelines presented by staff.

2. Capital Improvements Program

- a. Indoor High School Pool project - Council supports staff's proposed funding and timeline in CIP
- b. Center Street - approved in ERF
- c. Emergency Reserve Fund
 - Council approved the proposed plan. Asked staff to find a way to move the minimum closer to \$2 million
- d. Purchase of School Administration Site approved
- e. City Hall Remodel approved
- f. Park Master plan
 - Approval to move forward with creating a master plan in 23-24
- g. Island Park Master Plan
 - Moved discussion to a future work session
 - Work session is to determine a study on flooding
 - Invite residents and consultant to present
 - In the meantime, Parks Department will work on the aesthetics of the grass, plant native grasses, etc.
- h. Place to Play Parking
 - Proceed with creating 13 parking spots in Spring 2021
- i. Dog Park, North Cedar
 - Proceed with planning and bring ideas back to Council regarding location, parking
- j. Sidewalks/Trails
 - Infill with CDBG - bring plan back to Council
 - Safe Routes to Schools
 - Plowing of trails in the winter approved as is
 - Rail Trail - Mayor to name task force to propose a plan for signage
- k. Downtown Parking Ramp timing
 - proceed with ramp plans
 - proceed with paid parking
- l. Resilience Plan budget items – proceed
- m. Wastewater – Council voted to “Modify Existing plant” (6-1)
- n. Permeable Alley program – proceed
- o. Other Project Updates - Council agreed for staff to proceed with the following projects:
 - W. Viking Road/Industrial Park Phasing
 - W. 27th Sewer Extension and tapping fee
 - Olive Street Box Culvert
 - Changes in CIP due to COVID

3. Vision Plans

Council agreed for staff to proceed with the following projects:

- a. Downtown
- b. College Hill
- c. Future Areas, including College Square

4. Legislative Priorities

- There was general agreement that the council support the legislative priorities shared by staff.

November 19, 2020

After review and discussion, the Council reached general consensus on the following policy issues:

5. Council Engagement

a. Public Meeting Protocol during COVID

When BHC is in RED

- all meetings are virtual
- public may call into the meeting
- Chambers not available for others to use during this time

When BHC is below Red

- Council will meet in Chamber
- Members may choose to join virtually
- Public may call in while BHC is in a public health emergency
- Public may not come past the podium

Boards and commissions to follow same protocol as Council

b. Public Engagement – how to facilitate appropriate public dialogue

- Public Forum at the beginning of the meeting
 - 3 minutes maximum per speaker
 - Council may extend the time per speaker
- Public can pull an item off of the consent agenda
 - Limit of 3 minutes, must speak to the agenda topic
 - Council will address questions as they are asked rather than wait for the agenda item

c. Review of Admin Policy #7 and personal attacks

d. Council Expectations for meetings – ensuring business time of the City Council

e. Council Referrals – procedure for council referrals

- Council members to provide a paragraph of background info on referral topics that they are adding before the meeting
- “Gentleman’s agreement” not written into the policy

f. How to engage stakeholders in decision making process

- Separate out receiving and filing of a study and adopting the long- range plans

g. Re-implementing orientation for new Council members and board members

- New Council members encouraged to attend League of Cities training/conference
- Mayor to update the new council member handbook, bring back to council for review in 2021, then put online for all residents to see

h. Mayor/Council communications

- Mayor will send a bi-weekly e-newsletter to council members. City Administrator will continue to send staff updates as well

6. Street Studies

a. Complete Streets Policy

- Continue to use the 2013 policy for now
- Council members encouraged to read both policies
- This can come forward as a referral in 2021 if a council member chooses to do so

b. Hudson Road Corridor – proceed

c. Greenhill Corridor – proceed

d. Main Street - schedule a presentation of the original plan for all council members

7. Public Safety

- a. Strategic Direction & Planning
 - Continue with strategic plan, will come to council in 2021
- b. Community Engagement (incl. National Night Out)
 - Consensus to explore new options and bring back to council

8. General Personnel Issues

- a. Staff workload
- b. Staff workplace climate assessment survey
 - Work with UNI to conduct in 2021, after new HR director is on board

9. Studies/Ordinance Changes

- Development strategy concerning roads in new subdivisions

10. Development

- Industrial Parks
- Economic Incentives

11. Review of City Plans

- Mayor is finding and indexing plans and will put them online

12. Setting of Future Work Session Topics

- a. Part-time Mayor
 - Hold this work session in December 2020
 - Consider bringing in a facilitator from League of Cities, who can also share what others are doing
- b. Council Committee Structure
 - Council needs to know the options and benefits of committees
- c. Policy Changes to Promote Business (Downtown, College Hill, etc)
- d. Resilience Plan – Final Report
- e. Island Park Planning

Final Comments

It was a pleasure to again assist the City of Cedar Falls with this goal setting process. We were particularly impressed with the level of cooperation and collaboration between the City Council and the staff.

Aimee Viniard-Weideman
Eric Christianson
Iowa State University Extension and Outreach

December 9, 2020

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

December 7, 2020

The Committee of the Whole met at City Hall via teleconference at 5:20 p.m. on December 7, 2020, with the following Committee persons in attendance: Mayor Robert Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Mayor Green was absent. Staff members attended from all City Departments. Amie Rivers Wind from the *Waterloo Courier* and Grow Cedar Valley representatives Chris Fereday, Lisa Skubal, Aaron Jarnagin and Cary Darrah as well as members of the community teleconferenced in.

The Mayor Green called the meeting to order and introduced the first item on the agenda, Grow Cedar Valley Update. Chris Fereday current chair of Grow Cedar Valley made some opening comments on their partnership with the City of Cedar Falls. Lisa Skubal Vice President of Economic Development reviewed the external marketing and business growth for both new business expansion and expansion of current businesses. Ms. Skubal stated the pandemic has limited the in person meetings with contacts. She explained she worked with Shane Graham and interviewed Cedar Falls businesses for the Best of Iowa. Aaron Jarnagin Director of Marketing worked on the Live the Valley initiative. He stated they partnered with Iowa Economic Development Authority and worked with other communities in Iowa on Iowa's talent campaign. Cary Darrah, CEO for Grow Cedar Valley said they worked with the area schools on apprenticeships. She said they hold monthly meetings with business leaders on workplace equity and inclusion. A brief discussion was held.

Mayor Green introduced agenda item two the Annual Report of Cedar Falls Public Library. Kelly Stern Director of the Library reviewed the annual statistics from the past year. She stated usage is down due to the pandemic. She reviewed staff response to the pandemic; staff did planning for no contact curbside pickup, virtual programs, and expanding the E-materials collection. Ms. Stern said they went "fine free" earlier this year and obtained their re-accreditation Tier 3. She reviewed future plans for the library which include re-branding. A brief discussion was held.

The Mayor introduced the third item Subdivision Code Amendment. Karen Howard, Planning and Community Development Manager reviewed the current subdivision code. She stated the code doesn't address problems in developing the subdivision in phases and connectivity to existing street. She reviewed an older section of town, which was developed in a grid pattern and explained the problems that can exist in newer developments. Ms. Howard, stated poorly planned subdivision phasing, particularly when combined with excessively long block lengths and few connections between subdivisions create a very inefficient street network. She explained it can also cause lack of street connectivity within and between subdivisions have both short term and long term costs to the community in the form of increased commute times, increased traffic speeds, increased traffic congestion, safety concerns, increased emergency response times, and inefficient routes for utilities, refuse pick-up and snowplowing. She stated Planning and Zoning Commission discussed City staff recommendation subdivision code text amendments, which would establish a formal requirement for

submittal of a subdivision phasing plan at the preliminary plat stage and to establish a standard for final plat phasing that ensures that critical infrastructure connections occur in a timely manner and prior to less critical areas of a subdivision at three of their meetings and on October 28 Planning and Zoning Commission recommended approval. The proposed standard will give flexibility to the developer to propose phasing that meets the pace of market demand, but give discretion to the City to determine if the final plat phase proposed can function as an independent development with all the necessary public improvements and infrastructure extensions; and most importantly will ensure that no essential infrastructure improvements are being circumvented or delayed. She said that each subdivision would be reviewed on its own merits and providing clear direction in the code will ensure rules are applied consistently and fairly. Ms. Howard stated staff will request to set a public hearing date for December 21 to consider the proposed amendments. Mayor Green opened it up for discussion from Council.

Mayor Green introduced the final item on the agenda Zoning Code Amendment: Adaptive Re-Use of Institutional Buildings in Residential Zone. Chris Sevy Planner I stated they received a request from an owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. He stated currently the activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood; however the zoning ordinance leaves few options for adaptively re-using existing vacant institutional buildings within residential districts. He stated to provide more flexibility to re-purpose defunct institutional buildings within residential neighborhoods, staff recommends adding a conditional use process where the Board of Adjustment would consider requests to adaptively re-use the buildings for specific other listed uses. Each case can be considered on its own merits at a public hearing where neighborhood concerns could be heard and the Board could deny, approve with conditions, or approve the proposal. Mr. Sevy stated the Planning and Zoning Commission discussed the proposed zoning code amendments at their August 26th and after further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval. Mayor Green opened it up for discussion from Council. Ms. Howard answered questions with regards to the distinction between a conditional use process and spot zoning, she stated the Board of Adjustment would consider these requests at a public hearing where any concerns could be addressed.

There being no further discussion Mayor Pro Tem Darrah adjourned the meeting at 7:03 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief
Date: December 17, 2020
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Gourmet Garden, 5907 University Ave, Special Class C liquor - renewal.
- b) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
- c) Rancho Chico, 618 Brandilynn Boulevard, Class C Liquor - renewal.
- d) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- e) Bani's, 2128 College Street, Class E liquor - renewal.



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

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 11, 2020
SUBJECT: Council/Mayor Salary Adjustments

Attached is a resolution showing the pay increases for elected officials for calendar year 2021. These are in accordance with State Code and City Ordinance as follows:

Per Iowa Code Section 372.12(8): By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation.

Per City Code of Ordinances Section 2-47 (council members) and 2-186 (mayor), an annual salary adjustment equal to the latest calendar year annual federal consumer price index, which was 2.3% for this past year. **The approval of this resolution is a formality to document the state law and city ordinance.**

You may recall a few years ago, I presented in committee a history of elected official increases and a chart illustrating the different types of inflation factors that could be used. Whether you use the national CPI, the Midwest CPI, or the local valuation increases, the average increase over the 10 year period was not that substantially different. In fact in most cases the raises would have been higher, or would have fluctuated more. After the presentation, the Council did not decide to pursue changing the ordinance. However, if the council would like to discuss the issue again, the Council could look at amending the ordinance.

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

PAYROLL RESOLUTION - ELECTED OFFICIALS
CALENDAR YEAR 2021

Item 17.

NAME	POSITION	BAND	HOURLY	MONTHLY	ANNUAL
<u>CITY COUNCIL</u>					
Mark Miller	Council Member 1st Ward January 1, 2021			536.28	6,435.36
Susan deBuhr	Council Member 2nd Ward January 1, 2021			536.28	6,435.36
Daryl Kruse	Council Member 3rd Ward January 1, 2021			536.28	6,435.36
Simon Harding	Council Member 4th Ward January 1, 2021			536.28	6,435.36
Frank Darrah	Council Member 5th Ward January 1, 2021			536.28	6,435.36
Dave Sires	Council Member - At Large January 1, 2021			536.28	6,435.36
Kelly Dunn	Council Member - At Large January 1, 2021			536.28	6,435.36
<u>MAYOR'S OFFICE</u>					
Rob Green	Mayor January 1, 2021		46.666	8,088.77	97,065.28



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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- ANNEX A: FY2022 SHORT-TERM FINANCIAL PLAN A-1

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.¹
- 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 areas², 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

¹ 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.

² 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) *Transition to 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 Amendment³ 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

³ 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.

April 2 (Friday)	Second Legislative Funnel Deadline
April 15-20	Legislature must vote on first reapportionment plan
April 30 (Friday)	110 th 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 27th 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 27th 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 1st 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.

Fund Type	Percent Minimum	Absolute Minimum
General Fund	15-25% ⁴	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 ⁵	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.

⁴ 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.

⁵ 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.⁶
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.

⁶ 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 1st Street (\$.15 million)
- West 22nd Street (\$.06 million)
- West 23rd Street (\$.05 million)
- West 27th 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 12th
 - West 27th
- 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
 - 1st Stage Trickling Filters
 - Slipline sewers
 - Inflow & Infiltration (I&I) reduction
 - Oak Park sewer replacement
 - West 1st Street
 - West 27th Street
 - Sewer equipment
 - Infrastructure oversizing
 - Facility Master Plan Update
 - Sewer collection study
 - Lift station pump repairs
 - Annual Street Repair program


CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS
 4600 S. MAIN STREET
 CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Council

From: Jeff Olson, Public Safety Director *JO*
 Craig Berte, Police Chief *CB*

Date: December 4, 2020

Re: Equipment Purchase

The Public Safety Department has used Axon's Taser as a less-lethal device for apprehending violent or resisting offenders for over 20 years. The Taser allows for a lower chance of injuries for officers and offenders as the need for hands-on or more lethal resistance techniques are not required. The current line of Tasers that the Department uses are requiring much repair and will soon not be serviced by Taser due to their age.

We have budgeted for the replacement of the Tasers as part of the weapons portion of the CIP. Our intent is to replace the current model in Summer of 2021. If we enter into an agreement and make a down payment before December 31, 2020 we will receive a discount of \$4,303.56. The total cost of the purchase is \$38,566.44 for 18 Taser model 7 CQ.

There are no comparable products that provide the handheld style stun with the computer recording and durability that the Taser provides. The computer capability is an important feature for court purposes. For these reasons, no other bids were available.

I recommend the approval of the purchase of 18 Taser 7 CQ for \$38,566.44.

Q-259497-44162.711AB

Issued: 11/25/2020

Quote Expiration: 12/31/2020

Account Number: 116050

Payment Terms: Net 30

Delivery Method: Fedex - Ground



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

SHIP TO

Kurt Schreiber
 Cedar Falls Police Dept. - IA
 220 CLAY ST.
 Cedar Falls, IA 50613
 US

BILL TO

Cedar Falls Police Dept. - IA
 220 CLAY ST.
 Cedar Falls, IA 50613
 US

SALES REPRESENTATIVE

Ashley Bittl
 Phone: 480-515-6309
 Email: abittl@taser.com
 Fax: (888) 855-5281

PRIMARY CONTACT

Kurt Schreiber
 Phone: (319) 404-7869
 Email: kurt.schreiber@cedarfalls.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
20213	TASER 7 CQ HANDLE CLASS 3R		18	0.00	0.00	0.00
20020	TASER 7 BATTERY PACK, NON-RECHARGEABLE		18	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND		10	0.00	0.00	0.00
74208	TASER 7 SINGLE BAY BATTERY DATAPORT, NORTH AMERICA		1	0.00	0.00	0.00
20221	SINGLE BAY DATAPORT 4-YEAR EXTENDED WARRANTY		1	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		54	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20219	TASER 7 CQ HANDLE 4-YEAR EXTENDED WARRANTY		18	0.00	0.00	0.00
Other						
20227	TASER 7 CQ BUDGET PLAN		18	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	18	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
20224	TASER 7 CQ BUDGET PAYMENT	12	18	468.00	214.26	3,856.68
					Subtotal	3,856.68
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	3,856.68

Year 1- Trade in Credit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		18	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00
Other						
20224	TASER 7 CQ BUDGET PAYMENT	12	18	468.00	468.00	8,424.00
20224	TASER 7 CQ BUDGET PAYMENT	12	18	468.00	317.74	5,719.32
					Subtotal	14,143.32
					Estimated Tax	0.00
					Total	14,143.32

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20020	TASER 7 BATTERY PACK, NON-RECHARGEABLE		18	0.00	0.00	0.00
Other						
20224	TASER 7 CQ BUDGET PAYMENT	12	18	468.00	674.58	12,142.44
20224	TASER 7 CQ BUDGET PAYMENT	12	18	468.00	468.00	8,424.00
					Subtotal	20,566.44
					Estimated Tax	0.00
					Total	20,566.44

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Grand Total 38,566.44



Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	42,870.00
Discounts	4,303.56
Total	38,566.44

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	3,856.68
Year 1- Trade in Credit	0.00
Year 2	14,143.32
Year 3	20,566.44
Year 4	0.00
Year 5	0.00
Grand Total	38,566.44

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

PO# (Or write N/A): _____

Please sign and email to Ashley Bittl at abittl@taser.com or fax to (888) 855-5281

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



DEPARTMENT OF COMMUNITY DEVELOPMENT

**VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707**

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Heather Skeens, Cultural Programs Supervisor
DATE: December 21, 2020
SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached a lease agreement for use of 224 West Seerley Boulevard as artists' studio space. Three of the four original leasing artists renewed their leases through June 30, 2021. This lease is for the fourth studio, which will also lease through June 30, 2021.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development
Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 14 day of December, 2020 by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Indonesia Fulcher (“Lessee”), whose address for purposes of this Lease Agreement is 122 Main Street, Apartment #3, Cedar Falls, IA 50613.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2021 to the 30th day of June, 2021, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio B located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the “Premises”)

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of January, 2021, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.
4. Security. Lessee understands that use of the Premises is at Lessee’s own risk, and Lessee shall be solely responsible for the security of Studio B. The Premises will be accessible

by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.

- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's

opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.
10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.

11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.
13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.

14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for

the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Indonesia Fulcher
INSERT TEXT

12-14-20
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
Robert M. Green, Mayor

DATE

ATTEST:

BY _____
Jacqueline Danielsen, City Clerk

DATE

**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***Inspection Services Division***

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jamie Castle, AIA

DATE: December 15, 2020

SUBJECT: Remodel of the Cedar Falls Rec Center Locker Rooms
Project No: BG-082-3236
Project Final Acceptance

The 2020 Remodel of the Rec Center Lockers Rooms was substantially completed in August 2020 and all punch list items completed in November 2020. This project is now ready for final acceptance from Council. This project consisted of the remodel and upgrade of all finishes in both the men's and women's locker rooms and was under contract with Failor Hurley Construction of Waterloo, Iowa. Attached please find the following final documents:

- Final Pay Application (releases retainage)
- Final lien waivers

xc: Stephanie Sheetz, Community Development Director
Lisa Roeding, Finance Manager

MATERIALS

Item 21.

WAIVER OF LIEN - FINAL

State of Iowa

Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Haycraft Cabinet have been employed by Failor Hurley Construction to furnish all material to complete the casework and countertops.

for the building known as Cedar Falls Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Haycraft Cabinet the undersigned for and in consideration of the sum of \$5,930.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 1 day of Dec '20

Witness: [Signature] (Seal)

MATERIALS

Item 21.

WAIVER OF LIEN - FINAL

State of Iowa
Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Grosse Steel Company Inc. have been employed by Failor Hurley Construction to furnish all material to complete the fiberglass doors, hardware, and steel plates. for the building known as Cedar Falls Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Grosse Steel Company Inc. the undersigned for and in consideration of the sum of \$4,873.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 27th day of November

Witness:

Shane Grosse
Shane Grosse

(Seal)

LABOR AND MATERIALS

Item 21.

WAIVER OF LIEN - FINAL

State of Iowa
Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Lindgren Glass Products have been employed by Failor Hurley Construction to furnish all material labor equipment & insurance to complete all mirrors/lense work for the building known as CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Lindgren Glass Products the undersigned for and in consideration of the sum of \$1,734.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 6th day of October

Witness:

[Signature]
Don Simmons

[Signature] (Seal)
JASON ADAMS PRESIDENT

WAIVER OF LIEN - FINAL

State of Iowa

Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Wall Masters, Inc. have been employed by Failor Hurley Construction to furnish all material labor equipment & insurance to complete all drywall work for the building known as CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Wall Masters, Inc. the undersigned for and in consideration of the sum of \$5,285.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 7th day of October, 2020.

Witness:

[Signature]

(Seal)

MATERIALS

Item 21.

WAIVER OF LIEN - FINAL

State of Iowa

Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, EPCO LTD Inc. have been employed by Fallor Hurley Construction to furnish all material to complete the hand, hair dryers and toilet partitions.

for the building known as Cedar Falls Rec Center – Locker Room Upgrades

Now, therefore, know ye, that EPCO LTD Inc.

the undersigned for and in consideration of the sum of \$9,352.00 Dollars, and do hereby waive and

release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the

State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020

up to this date by the undersigned to or on account of the said Cedar Falls Rec Center

for said building and premises.

Given under our hands and seals this 30th day of November, 2020

Witness:

Greta Nelson
Greta Nelson

JoAnn Epperson
JoAnn Epperson

(Seal)

LABOR AND MATERIALS

WAIVER OF LIEN - FINAL
State of Iowa
Black Hawk County

Item 21.

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Ceiling Pro Plus have been employed by Failor Hurley Construction to furnish all material labor equipment & insurance to complete all acoustic ceiling tile work for the building known as CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Ceiling Pro Plus the undersigned for and in consideration of the sum of \$2,725.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 1 day of December

Witness:

Jeremy Rissman
Ceiling Pro Plus by Jeremy Rissman

(Seal)

State of Iowa

Black Hawk County

Date: 10/1/20

To All Whom It May Concern

Whereas, we the undersigned, BK Tile have been employed by Failor Hurley Construction to furnish Tile Work for the building known as Cedar Falls Rec Center – Locker Room Remodel

Now, therefore, know ye, that BK Tile the undersigned for and in consideration of the sum of \$49,715.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, BK Tile do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises under the Statues of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/20 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center – Locker Room Remodel

for said building and premises.

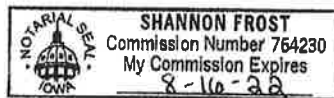
Given under our hands and seals this 30 day of Nov. 2020

Witness:

Tiffani Brungard

Shannon Frost (Seal)

_____ (Seal)



LABOR AND MATERIALS

Item 21.

WAIVER OF LIEN - FINAL

State of Iowa

Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Iowa Wall Systems have been employed by Failor Hurley Construction to furnish all material labor equipment & insurance to complete all painting work for the building known as CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Iowa Wall Systems the undersigned for and in consideration of the sum of \$4,750.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic’s Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 5th day of October 2020.

Witness:

Murray News

Paul Naughton

(Seal)

LABOR AND MATERIALS

WAIVER OF LIEN - FINAL
State of Iowa
Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Plumb Tech have been employed by Failor
Hurley Construction to furnish all material labor equipment & insurance to complete all plumbing & HVAC work
for the building known as ✓CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Plumb Tech
the undersigned for and in consideration of the sum of ✓\$65,968.00 Dollars, and do hereby waive and
release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the
State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020
up to this date by the undersigned to or on account of the said Cedar Falls Rec Center
for said building and premises.

Given under our hands and seals this 30th day of November 2020.

Witness:

Jessica L. Trueg
Brian Behrends



JESSICA L. TRUEG
COMMISSION NO. 786483
MY COMMISSION EXPIRES
OCTOBER 07, 2023

Brett Behrends, Vice President

LABOR AND MATERIALS

Item 21.

WAIVER OF LIEN - FINAL
State of Iowa
Black Hawk County

Date: 10/1/2020

To All Whom It May Concern

Whereas, we the undersigned, Stickfort Electric Company have been employed by Failor Hurley Construction to furnish all material labor equipment & insurance to complete all electrical work for the building known as CF Rec Center – Locker Room Upgrades

Now, therefore, know ye, that Stickfort Electric Company the undersigned for and in consideration of the sum of \$18,378.00 Dollars, and do hereby waive and release any and all liens, and claim or right to lien on said above described building and premises on the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or both, furnished 5/18/2020 up to this date by the undersigned to or on account of the said Cedar Falls Rec Center for said building and premises.

Given under our hands and seals this 6

day of OCT. 20 20

Witness:

[Signature]
PRESIDENT

[Signature]
Vice President

(Seal)

DESCR.: Remodel of Rec Center Locker Room

ACCT. #: _____

PROJ. #: RG-082-2310

APPROVE: [Signature]

DATE: 12-11-20

Item 21.

APPLICATION AND CERTIFICATION FOR PAYMENT AIA DOCUMENT G702

TO OWNER:
City of Cedar Falls
110 East 13th Street
Cedar Falls, Iowa 50613

PROJECT: Cedar Falls Recreation Center
Locker Room Upgrades

INVOICE NO: 20-0205

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT/ OWNER'S REPRESENTATIVE
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

APPLICATION NO: 6 - Retainage
APPLICATION DATE: 11/27/2020

FROM CONTRACTOR:
Failor Hurley Construction
3337 Mamie Avenue
Waterloo, Iowa 50701

ARCHITECT:
Invision Architecture
501 Sycamore Street, Suite 101
Waterloo, Iowa 50703

PERIOD TO: 11/30/2020

PROJECT NO: 20-014

CONTRACT FOR: General Construction **CONTRACT DATE:** 5/2/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

1. ORIGINAL CONTRACT SUM	\$	209,800
2. Net change by Change Orders	\$	2,934
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	212,734
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	212,734.00
5. SECURITIES/RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	0.00
b. <u>0</u> % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column M of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	212,734.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	202,097.30
8. CURRENT PAYMENT DUE	\$	10,636.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR: FAILOR HURLEY CONSTRUCTION

By: Justin J. Holthaus [Signature] Date: 11/27/2020

State of: Iowa
Subscribed and sworn to before me this Black Hawk day of
Notary Public: [Signature]
My Commission expires:



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 10,636.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Architect / Owner: _____
By: [Signature] Date: 12.1.2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,934.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$2,934.00	\$0.00
NET CHANGES by Change Order	\$2,934.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.
 APPLICATION NO: 6 - Retainage
 APPLICATION DATE: 11/27/2020
 PERIOD TO: 11/30/2020
 PROJECT NOS: 20-014

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL VALUE	OWNER CHANGE ORDERS	REVISED SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED PRESENTLY (NOT IN STORED TO DATE (F+G+H))	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% COMPLETE (I ÷ E)	BALANCE TO FINISH (E - I)	RETAINAGE
					FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements	\$10,228	\$0	\$10,228	\$0	\$0	\$0	\$10,228	100.00%	\$0.00	\$0.00
2	Demolition - FHC	\$2,590	\$0	\$2,590	\$0	\$0	\$0	\$2,590	100.00%	\$0.00	\$0.00
3	PP Bond	\$12,595	\$0	\$12,595	\$0	\$0	\$0	\$12,595	100.00%	\$0.00	\$0.00
4	General Conditions - FHC	\$538	\$0	\$538	\$0	\$0	\$0	\$538	100.00%	\$0.00	\$0.00
5	Division 5 - Metals	\$5,363	\$0	\$5,363	\$0	\$0	\$0	\$5,363	100.00%	\$0.00	\$0.00
6	Division 8 - Openings	\$1,841	\$0	\$1,841	\$0	\$0	\$0	\$1,841	100.00%	\$0.00	\$0.00
7	HM Doors, Frames, and Hardware - Gross	\$3,174	\$0	\$3,174	\$0	\$0	\$0	\$3,174	100.00%	\$0.00	\$0.00
8	Division 9 - Finishes	\$57,494	\$0	\$57,494	\$0	\$0	\$0	\$57,494	100.00%	\$0.00	\$0.00
9	Drywall / EIFS - Wall Masters	\$4,778	\$0	\$4,778	\$0	\$0	\$0	\$4,778	100.00%	\$0.00	\$0.00
10	Division 10 - Specialties	\$3,474	\$0	\$3,474	\$0	\$0	\$0	\$3,474	100.00%	\$0.00	\$0.00
11	Toilet Partitions - EPCO	\$2,893	\$0	\$2,893	\$0	\$0	\$0	\$2,893	100.00%	\$0.00	\$0.00
12	Accessories and Hand Dryers - EPCO	\$7,635	\$0	\$7,635	\$0	\$0	\$0	\$7,635	100.00%	\$0.00	\$0.00
13	Division 12 - Countertops	\$70,040	\$0	\$70,040	\$0	\$0	\$0	\$70,040	100.00%	\$0.00	\$0.00
14	Carpentry and Casework	\$18,878	\$0	\$18,878	\$0	\$0	\$0	\$18,878	100.00%	\$0.00	\$0.00
15	Division 22 & 23 - Mechanical	\$973	\$0	\$973	\$0	\$0	\$0	\$973	100.00%	\$0.00	\$0.00
16	Mechanical - Plumb Tech	\$1,700	\$0	\$1,700	\$0	\$0	\$0	\$1,700	100.00%	\$0.00	\$0.00
17	Division 26 - Electrical	\$209,800	\$2,934	\$212,734	\$212,734	\$0	\$0	\$212,734	100.00%	\$0.00	\$0.00
18	Electrical - Stickfort	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.00%	\$0.00	\$0.00
19	Lower Change Order #001	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.00%	\$0.00	\$0.00
20	Can lights in steam room vestibule	\$261	\$261	\$261	\$261	\$0	\$0	\$261	100.00%	\$0.00	\$0.00
21	Tile material revision - added backer board	\$261	\$261	\$261	\$261	\$0	\$0	\$261	100.00%	\$0.00	\$0.00
22	New makeup counter	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.00%	\$0.00	\$0.00
23	GRAND TOTALS	\$209,800	\$2,934	\$212,734	\$212,734	\$0	\$0	\$212,734	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Documents' Authenticity

APPROVE: _____

PROJ. #: _____

DATE: _____

BY: _____

G703-1992

11/27/2020

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - ©1992
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-6232

Item 21.

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
501 E. 4th Street
Cedar Falls, Iowa 50613
Phone: 319-273-8633
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM***Water Reclamation Division***

TO: Honorable Mayor Robert M. Green and City Council Members
FROM: Mike Nyman, Manager, Water Reclamation Division
DATE: December 11, 2020
SUBJECT: Equipment Purchase, First Stage Trickling Filter Arms

The Water Reclamation Division of Public Works has several 'trickling filter' stages in the treatment process at the Wastewater Treatment Plant. The distribution of water over the tank is achieved using rotating 'arms'. The first stage of this treatment step has arms that have deteriorated and are in need of replacement. This item is in the CIP for FY21. A quote received in December 2020 from the manufacturer of this equipment totaled \$93,350 plus freight. Freight is estimated to be \$1000. With the uniqueness of the equipment there are no after-market suppliers of this equipment to provide competitive quotes.

Staff is requesting a resolution approving the expenditure in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total of \$94,350 using Sewer Rental Funds.

If you have any questions about these items, feel free to contact me.

CC: Chase Schrage, Public Works Director

WESTECH QUOTATION

Item 22.

600 ARRASMITH TRAIL
AMES, IA 50010Phone: 515-268-8400
Fax: 515-268-8500Quotation No.
Q34883-137551

Thank you for the opportunity to quote you with your equipment needs.
Please review the following and contact us to place an order or ask any question.

Date: 12/9/2020	Proj Manager: JEFFREY JOSLIN	Ship Via: BEST WAY
RFQ No.:	Prime Job No: GF970530A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY JOSLIN	Prime Name: CEDAR FALLS, IA	
Phone: 515-268-8435 or 515-268-8400	Equipment: GARD	Lead Time: 8-10 WEEKS
Email: JJOSLIN@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS FROM DELIVERY	

Bill 000
To: 000
000
CITY OF CEDAR FALLS
WATER RECLAMATION
CEDAR FALLS, IA 50613
UNITED STATES OF AMERICA

Ship CITY OF CEDAR FALLS
To: TYLER
WATER RECLAMATION FACILITY
CEDAR FALLS, IA 50613
UNITED STATES OF AMERICA

Tel/Cell:

Tel/Cell:

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
57470	10	97053196	REPLACEMENT COMPONENTS FOR TWO EXISTING 94'-8" DIAMETER GARD CONSISTING OF:	1	LOT	\$89,406.00	\$89,406.00
57470	10.10	97053125A	GARD INNER ARM SECTION	4	EA		
57470	10.20	97053143A	GARD MIDDLE ARM SECTION	4	EA		
57470	10.30	97053131A	GARD OUTER ARM SECTION	4	EA		
57470	10.40		BOLT HH 1/2-13x1 3/4 SS	160	EA		
57470	10.50		NUT HH 1/2-13 SS	160	EA		
64293	10.60	448200024	REVERSE THRUSTER 2'-0"	12	EA		
64293	10.70	448200036	REVERSE THRUSTER 3'-0"	8	EA		
64293	10.80	2-11244	ADHESIVE, SEALANT, 10.1FL OZ TUBE, CLEAR	6	EA		
64293	20		SERVICE TRIP TO HELP INSTALL ARMS, SET SPEED AND DISTRIBUTION. ONE MAN, ONE TRIP, ONE DAY.	2	EA	\$1,972.00	\$3,944.00

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total \$93,350.00

-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Please see the attached for Warranty Information.

-Minimum Order amount is US\$100.

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,

Item 22.

Terms of Sales

Order No: Q34883-137551

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. **SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
2. **ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
7. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
9. **INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.
10. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
11. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
12. **TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
13. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
14. **SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q34883-137551

have to its option, stop all further work and shipments until all past due payments been made, and/or require that any further deliveries be paid for prior shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. BACKCHARGES: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WARRANTY

WesTech Engineering Inc.'s equipment is backed by WesTech Engineering Inc.'s reputation as a quality manufacturer, and by many years of experience in design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech Engineering Inc. warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech Engineering Inc.'s examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first. Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to pro-rata charge based upon WesTech Engineering Inc.'s estimate of the percentage of normal service life realized from the part. WesTech Engineering Inc.'s obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY WESTECH ENGINEERING INC. AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. WESTECH ENGINEERING INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY WITH RESPECT TO ITS EQUIPMENT. WESTECH ENGINEERING INC. SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, CORROSION, OR ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR EXPENSE DUE TO PARTIAL OR COMPLETE INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech Engineering Inc. factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations and Maintenance Manual guidelines and procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

WESTECH ENGINEERING, INC.
3665 South West Temple, Salt Lake City, UT 84115

(801) 265-1000

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: December 17, 2020
SUBJECT: Ridgeway Avenue Reconstruction Project
City Project No. RC-293-3172
Final Acceptance

The Ridgeway Avenue Reconstruction Project is completed and ready for final acceptance. This project included the reconstruction of Ridgeway Avenue from Nordic Drive west approximately 750 feet. Work included removal and replacement of the existing pavement, installation of a roundabout, storm sewer, subdrain, replacement of driveway approaches, and installation of a pedestrian trail. Attached is the final pay estimate (releases retainage).

The following lien documents have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

A) Suppliers:

- **Peterson Contractors Inc.**
- Benton's Ready Mix Concrete
- BMC Aggregates LC
- Leymaster Tile LLC
- Northern Iowa Construction Products
- Utility Equipment Co
- Midstates Precast Products Inc.
- Meli LLC

- **Central States Concrete LLC**
- Manatt's Ready Mix Inc.
- Construction Materials Inc.
- Iowa Wall Sawing

- **Matthias Landscaping Co.**
- Signs & Designs

- **Meli LLC**
- Stetson Building Products
- Benton's Ready Mix Concrete
- Utility Equipment Co

- **Mike Dolan Concrete & Masonry Inc.**
- Benton's Ready Mix Concrete
- Midland Concrete Products
- Edwards Cast Stone Co.

- **Tiedt Nursery Ltd**
- B&B Farm Store
- Quick Supply

B) Subcontractors:

- **Peterson Contractors Inc.**
- Bob Walters Son Trucking
- Cedar Valley Trucking LLC
- Hayes Bros LLC
- Veracity Excavating LLC
- Central States Concrete LLC
- Cedar Falls Construction Co Inc.
- KW Electric Inc.
- Laser Lane Striping & Sweeping
- Matthias Landscaping Co.
- Meli LLC
- Mike Dolan Concrete & Masonry Inc.
- Service Signing LC
- Tiedt Nursery Ltd

- **KW Electric Inc.**
- Hoffman & Hoffman Trenching Inc.
- Terry Duran Co.
- Traffic Control Corp

The project was funded with the South Cedar Falls TIF and private funds for a total cost of \$1,816,932.02.

South Cedar Falls TIF	\$116,932.02
Private Contribution	\$1,700,000.00

I certify that the public improvements for the Ridgeway Avenue Reconstruction Project were completed in reasonable compliance with the project plans and specifications.



 Matthew Tolan, EI 12/17/2020
Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, CMFO, Controller/City Treasurer

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107049021

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One million eight hundred forty-nine thousand four hundred twenty-nine dollars and sixteen cents (\$1,849,429.16), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Ridgeway Avenue Reconstruction Project Project RC-293-3172

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-293-3172

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Not Required

Signature of Agent

Peterson Contractors, Inc.

Contractor

By:

Signature
president

Title

Printed Name of Agent

Company Name

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By:

Signature Attorney-in-Fact Officer & IA Resident Agent

Anne Crowner

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Company Address

City, State, Zip Code

Company Telephone Number

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

FORM APPROVED BY:

Waukee, IA 50263

City, State, Zip Code

Attorney for Owner

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: 107049021
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: July 7, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant *Managing Member*
Position or Title of Lienor with Subcontractor/Supplier Company:

7/7/2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction

in the City of Cedar Falls, Iowa

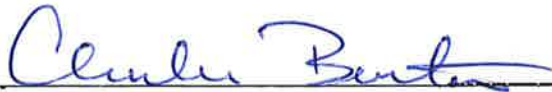
And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed Concrete

Date:

7-2-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-2-20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Bob Walters Son Trucking

Date: 9-18-2020 CK# 391592

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Barbara S Walters
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-2-2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cedar Valley Trucking LLC

Date: _____

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Brad Peers Cedar Valley Trucking
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Owner

07/21/2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Hayes Bros LLC

Date:

July 14, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

July 14, 2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Midstates Precast Products Inc

Date:

7-13-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Office Manager*

7-13-2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Leymaster Tile LLC

Date: 7.2.20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Member

7.2.20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Northern IA Construction Products

Date: 7-6-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

7-6-20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Utility Equipment Co

Date: JULY 2, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant MICHAEL R CORYN, PRESIDENT

Position or Title of Lienor with Subcontractor/Supplier Company:

JULY 2, 2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction


in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Veracity Excavating LLC

Date: 7-1-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Veracity Excavating LLC  Owner

Position or Title of Lienor with Subcontractor/Supplier Company:

7-1-2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Central States Concrete LLC

Date: 10/23/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: President

10/23/2020

Date Signed



FINAL WAIVER OF LIEN

STATE OF IOWA)
)ss:
COUNTY OF Blackhawk)

To whom it may concern:

For Consideration of the Sum of Fifty-three thousand, two hundred sixty-seven dollars and eighty-six cents (\$53,267.86), receipt of which is hereby acknowledged, the Undersigned hereby waives and releases any and all liens, or claims, or rights to liens or claims upon the work and premises situated in Blackhawk County, Iowa to-wit:

Project: Ridgeway Avenue Reconstruction 2019 Chancellor Dr to Nordic Dr

which the Undersigned may have under the Statutes of the State of Iowa relating to mechanics liens or for any other reason whatsoever, on account of labor or materials or both or supplies or equipment, furnished up to this date by the undersigned in connection with the work upon said premises above described or any building or construction thereon. The Undersigned certifies that all subcontractors and/or suppliers have been paid in full for all work, labor, material, equipment or services of any kind furnished in connection with the work upon said premises above described or any building or construction thereon.

Dated this 3 day of August, 2020

Company: Construction Materials, Inc.

By [Signature]

Title President



FINAL WAIVER OF LIEN

STATE OF IOWA)
)ss:
COUNTY OF Blackhawk)

To whom it may concern:

For Consideration of the Sum of Two hundred ninety-five thousand, five hundred forty-seven dollars and ten cents (\$295,547.10), receipt of which is hereby acknowledged, the Undersigned hereby waives and releases any and all liens, or claims, or rights to liens or claims upon the work and premises situated in Blackhawk County, Iowa to-wit:

Project: Ridgeway Avenue Reconstruction 2019 Chancellor Dr to Nordic Dr

which the Undersigned may have under the Statutes of the State of Iowa relating to mechanics liens or for any other reason whatsoever, on account of labor or materials or both or supplies or equipment, furnished up to this date by the undersigned in connection with the work upon said premises above described or any building or construction thereon. The Undersigned certifies that all subcontractors and/or suppliers have been paid in full for all work, labor, material, equipment or services of any kind furnished in connection with the work upon said premises above described or any building or construction thereon.

Dated this 3 day of August, 2020

Company: Manatt's Ready Mix Inc.

By Sue McCay

Title A/R



CENTRAL STATES
CONCRETE

FINAL WAIVER OF LIEN

STATE OF IOWA)
)ss:
COUNTY OF Blackhawk)

To whom it may concern:

For Consideration of the Sum of Four thousand, four hundred forty-nine dollars and zero cents (\$4,449.00), receipt of which is hereby acknowledged, the Undersigned hereby waives and releases any and all liens, or claims, or rights to liens or claims upon the work and premises situated in Blackhawk County, Iowa to-wit:

Project: Ridgeway Avenue Reconstruction 2019 Chancellor Dr to Nordic Dr

which the Undersigned may have under the Statutes of the State of Iowa relating to mechanics liens or for any other reason whatsoever, on account of labor or materials or both or supplies or equipment, furnished up to this date by the undersigned in connection with the work upon said premises above described or any building or construction thereon. The Undersigned certifies that all subcontractors and/or suppliers have been paid in full for all work, labor, material, equipment or services of any kind furnished in connection with the work upon said premises above described or any building or construction thereon.

Dated this 12 day of August, 2020

Company: Iowa Wall Sawing

By Mik Sawlinton

Title Office Mgr.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cedar Falls Construction Co Inc

Date:

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Pat Budke
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: President

8/13/20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

KW Electric Inc

Date: 9-1-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

9-1-20

Date Signed

FINAL WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **HOFFMAN & HOFFMAN TRENCHING, INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC**. for the use in the construction, repair or improvement of the following property:

RIDGEWAY AVE RECONSTRUCTION, CEDAR FALLS

W.O. #3931

In consideration of **\$1135.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 7th day of August, 2020.

HOFFMAN & HOFFMAN TRENCHING, INC

(Supplier or Subcontractor)

By: [Signature]

Title: President

Before me this 7th day of August, 2020

Notary: Roberta L. Tjaden



This amount may or may not include any freight charges.

Invoice(s): 124924

FINAL WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **TERRY DURIN CO.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

RIDGEWAY AVE RECONSTRUCTION, CEDAR FALLS

W.O. #3931

In consideration of **\$13,468.68** undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 10 day of August, 2020.

TERRY DURIN CO.

(Supplier or Subcontractor)
By: George Durin
Title: President

Before me this 10th day of August, 2020

Notary: Stacy White



This amount may or may not include any freight charges.
Invoice(s): 37438-00, 37764-00, 39055-00, 39055-01, 31926-00

FINAL WAIVER AND RELEASE OF LIEN

AUG 31 DEPT

WHEREAS, the undersigned, **TRAFFIC CONTROL CORP**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

RIDGEWAY AVE RECONSTRUCTION, CEDAR FALLS

W.O. #3931

In consideration of **\$32,125.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 24TH day of AUGUST, 2020.

TRAFFIC CONTROL CORP

(Supplier or Subcontractor)

By: JOHN LIZZADRO

Title: PRESIDENT

Before me this 24 day of August, 2020

Notary: Mary A. Szymanski



This amount may or may not include any freight charges
Invoice(s): 113720, 115021

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Laser Line Striping & Sweeping

Date: 8/26/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Owner Dan Walker
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

8/26/20
Date Signed



Melanie Groeneveld

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Laser Line Striping & Sweeping

Date: _____

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Diamond Vogel Paint

[Signature] **MANAGER**
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

8-31-20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:


2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Laser Line Striping & Sweeping

Date: 8/10/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: MANAGER / DIAMOND VILL

8-4-20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Matthias Landscaping Co

Date: _____

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: _____

8-10-20
Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

WAIVER OF MECHANIC'S LIEN

I/We, the undersigned, have been employed by Matthias Landscaping Co., Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

**Ridgeway Ave Reconstruction 2019, Chancellor Dr to Nordic Dr
Cedar Falls IA 50613**

General Contractor:
Peterson Contractors
PO Box A
Reinbeck IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 5 day of August, 2020

COMPANY: Signs and Designs
5600 Nordic Dr
Cedar Falls, IA 50613

BY: 

Title: VP

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Meli LLC

Date: 10-8-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Ismet Mekavovic

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

10-8-20
Date Signed

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

Cedar Falls Ridgeway AV Reconstruction

And furnished in the execution and fulfillment of contract between said contractor and

Stetson Building Products

OWNER

Dated 2-20-2020

do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof


LIENOR OR CLAIMANT

02-20-2020
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Mel, LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

Cedar Falls Ridgeway AV Reconstruction

And furnished in the execution and fulfillment of contract between said contractor and

Bentons Ready Mixed
OWNER

Dated 2-20-2020
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Jan Bent
LIENOR OR CLAIMANT

2/20/20
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

Cedar Falls Ridgeway AV Reconstruction

And furnished in the execution and fulfillment of contract between said contractor and

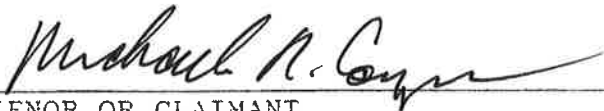
UECO

OWNER

Dated

2-20-2020

do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof



LIENOR OR CLAIMANT
MICHAEL R CORYN, PRESIDENT

FEBRUARY 20, 2020
DATE SIGNED



Mill Certification

09/05/2019

MTR#:253592-2
 Lot #:36000731020
 ONE NUCOR WAY
 BOURBONNAIS, IL 60914 US
 815-937-3131
 Fax: 815-939-5599

Sold To: STETSON BUILDING PRODUCTS
 2205 BELL AVE
 DES MOINES, IA 50321 US

Ship To: STETSON BUILDING PRODUCTS
 320 W 18TH ST
 WATERLOO, IA 50702 US

Customer PO	1353558-00	Sales Order #	36005781 - 2.31
Product Group	Rebar	Product #	3058988
Grade	A615 Gr 60/AASHTO M31	Lot #	360000731020
Size	#4	Heat #	3600007310
BOL #	BOL-341709	Load #	253592
Description	Rebar #4/13mm A615 Gr 60/AASHTO M31 20' 0" [240"] 2001-6000 lbs	Customer Part #	
Production Date	08/30/2019	Qty Shipped LBS	32064
Product Country Of Origin	United States	Qty Shipped EA	2400
Original Item Description		Original Item Number	

I hereby certify that the material described herein has been manufactured in accordance with the specifications and standards listed above and that it satisfies those requirements.

Melt Country of Origin : United States

Melting Date: 08/25/2019

C (%)	Mn (%)	P (%)	S (%)	Si (%)	Ni (%)	Cr (%)	Mo (%)	Cu (%)	V (%)	Nb (%)
0.38	0.95	0.021	0.050	0.205	0.21	0.19	0.06	0.41	0.004	0.001

Other Test Results

Yield (PSI) : 68300

Tensile (PSI) : 104600

Average Deformation Height (IN) : 0.036

Elongation in 8" (%) : 12.8

Bend Test : Pass

Weight Percent Variance (%) : -4.20

Comments:

All manufacturing processes of the steel materials in this product, including melting, have occurred within the United States. Products produced are weld free. Mercury, in any form, has not been used in the production or testing of this material.

Zachary Sprintz, Chief Metallurgist

W. R. MEADOWS, INC.

P.O. BOX 338 • HAMPSHIRE, IL 60140-0338



TELEPHONE: 847-214-2100
800-825-5976
FAX: 847-683-4544

Website: www.wrmeadows.com
e-mail: wrmil@wrmeadows.com

CERTIFICATE OF COMPLIANCE

This is to certify that: 1645-WHITE Water-Based, Wax-Based Concrete Curing Compound

X Material Sold To	Proposed Sale To	X Material Shipped To	Proposed Shipment To
Stetson Building Products 2205 Bell Ave. Des Moines, IA 50321		Same	

Date Shipped: 2018 **Shipping Order No.** N/A **P.O. No.** N/A

For Project: 2018 Yearly Requirements

Fully complies with the laboratory test requirements of: AASHTO M 148, Type 2, Class A; ASTM C 309, Type 2, Class A; FAA Item P-610-2.11 (e); Complies with all current federal, state, and local maximum allowable VOC requirements, including U.S. EPA, LADCO, SCAQMD, and OTC. Iowa DOT Specification: 4105.05

Dated at Hampshire, IL **this** 10th **day of** September **2018**



James Booras

James Booras
General Manager

Subscribed and sworn to before me
this 10th day of April 2018

Tina L. Prince

Notary Public

Certification issued by: CB/tp

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Mike Dolan Concrete & Masonry Inc

Date: 11-11-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Mike Dolan

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *President*

11-11-20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

MIKE Dolan Concrete & Masonry Inc

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

Ridgeway Ave.

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Benton Concrete

Date: 11-11-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Caleb Benton

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

President

11-11-20

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Mike Dolan Concrete & Masonry

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Ridgeway Ave Roundabout, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between
Said Contractor and

Midland Concrete Products

Subcontractor/Supplier

Dated: 1-9-20

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1-9-20

Date Signed

FINAL WAIVER OF LIEN

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

The undersigned, *Edwards Cast Stone Co*, has been employed by *Mike Dolan Masonry, Inc.* to provide cast stone for the *Ridgeway Avenue Reconstruction* project. We hereby waive our construction lien in the amount of \$63,800.00, the receipt of which is acknowledged, for all materials provided for this project through this date.

EDWARDS CAST STONE CO
777 EDWARDS ROAD
DUBUQUE, IA 52003
(563) 556-0535



Robert B. Edwards
President

Jan. 9, 2020

Subscribed and sworn to before me this 9th day of January 2020

Carla M. Thomas
Notary Public

CARLA M. THOMAS
Iowa Notarial Seal
Commission Number 193930
My Commission Expires: 10-14-22

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Service Signing LC

Date: 12-7-2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Service Signing LC
Criste Hagador Office Manager

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

Aug 3, 2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Tiedt Nursery Ltd

Date:

11/9/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Valerie Hoem, Pres.

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11/9/2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

TIEDT NURSERY LTD

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

B & B Farm Store

Date: 11-4-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Dominic Blaw President

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11-4-20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

TIEDT NURSERY LTD

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

2019 Ridgeway Avenue Reconstruction
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Quick Supply

Date: October 9, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Angie Rooney
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: AIK manager

10-9-2020
Date Signed

J8229

Item 23.



PAY ESTIMATE : # 16 - FINAL
 DATE : 11/17/2020
 CONTRACT AMOUNT : \$1,849,429.16
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 BI-WEEKLY
 BID ITEM COSTS

PROJECT NAME : Ridgeway Ave Reconstruction
 CITY PROJECT # : RC-293-3172

BID ITEMS

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	ITEM % COMPLETED
DIVISION 1 - GENERAL									
1.01	1090-D-1000	MOBILIZATION	LS	1	\$155,000.00	\$155,000.00	1.0	\$ 155,000.00	100.0%
1.02	1090-D-2000	CONSTRUCTION SURVEY	LS	1	\$25,000.00	\$25,000.00	1.0	\$ 25,000.00	100.0%
DIVISION 2 - EARTHWORK									
2.01	2010-C-1000	CLEARING & GRUBBING	LS	1	\$3,000.00	\$3,000.00	1.0	\$ 3,000.00	100.0%
2.02	2010-D-1000	TOPSOIL, ON SITE, STRIP, SALVAGE, & SPREAD	CY	1,989	\$10.00	\$19,890.00	1989.0	\$ 19,890.00	100.0%
2.03	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	2,745	\$4.00	\$10,980.00	2745.0	\$ 10,980.00	100.0%
2.04	2010-E-1100	EXCAVATION, UNSUITABLE WASTE	CY	275	\$10.00	\$2,750.00	0.0	\$ -	0.0%
2.05	2010-E-1101	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	CY	7,395	\$5.50	\$40,672.50	7395.0	\$ 40,672.50	100.0%
2.06	2010-E-1200	COMPACTION WITH MOISTURE & DENSITY CONTROL	CY	10,140	\$1.25	\$12,675.00	10140.0	\$ 12,675.00	100.0%
2.07	2010-F-1000	BELOW GRADE EXCAVATION (CORE OUT)	CY	100	\$15.00	\$1,500.00	0.0	\$ -	0.0%
2.08	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	SY	11,033	\$1.75	\$19,307.75	0.0	\$ -	0.0%
2.09	2010-H-1000	GEOGRID	SY	500	\$2.50	\$1,250.00	467.0	\$ 1,167.50	93.4%
2.10	2010-I-1000	MODIFIED SUBBASE	CY	3,657	\$40.00	\$146,280.00	3657.0	\$ 146,280.00	100.0%
2.11	2213-7100400	RELOCATION OF MAILBOXES	EA	2	\$500.00	\$1,000.00	2.0	\$ 1,000.00	100.0%
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION									
3.01	3010-C-1000	TRENCH FOUNDATION	TON	50	\$26.00	\$1,300.00	0.0	\$ -	0.0%
DIVISION 4 - SEWERS AND DRAINS									
4.01	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	114	\$72.50	\$8,265.00	114.0	\$ 8,265.00	100.0%
4.02	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	395	\$125.00	\$49,375.00	395.0	\$ 49,375.00	100.0%
4.03	4020-A-1515	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	127	\$62.50	\$7,937.50	127.0	\$ 7,937.50	100.0%
4.04	4020-A-1518	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	91	\$67.50	\$6,142.50	91.0	\$ 6,142.50	100.0%
4.05	4020-C-1000	REMOVAL OF STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	210	\$17.50	\$3,675.00	210.0	\$ 3,675.00	100.0%
4.06	4020-C-2000	REMOVAL OF STORM SEWER PIPE GREATER THAN 36 IN.	LF	430	\$24.00	\$10,320.00	430.0	\$ 10,320.00	100.0%
4.07	4030-B-1342	PIPE APRON, RCP, 42 IN.	EA	1	\$3,000.00	\$3,000.00	1.0	\$ 3,000.00	100.0%
4.08	4040-A-1006	SUBDRAIN, HDPE, CASE B, 6 IN.	LF	2,108	\$11.00	\$23,188.00	2032.0	\$ 22,352.00	96.4%
4.09	4040-C-1000	SUBDRAIN CLEANOUT, TYPE B	EA	3	\$950.00	\$2,850.00	3.0	\$ 2,850.00	100.0%
4.10	4040-D-1010	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	EA	15	\$375.00	\$5,625.00	16.0	\$ 6,000.00	106.7%
4.11	SUPPLEMENTAL	VIDEO INSPECTION OF SANITARY AND STORM SEWER	LS	1	\$5,000.00	\$5,000.00	1.0	\$ 5,000.00	100.0%
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5.01	5020-C-1000	FIRE HYDRANT ASSEMBLY, ADJUSTMENT	EA	1	\$2,400.00	\$2,400.00	0.0	\$ -	0.0%
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS									
6.01	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	1	\$5,500.00	\$5,500.00	1.0	\$ 5,500.00	100.0%
6.02	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	EA	2	\$9,400.00	\$18,800.00	2.0	\$ 18,800.00	100.0%
6.03	6010-B-1510	INTAKE, SINGLE OPEN-THROAT CURB, SW-507	EA	1	\$4,800.00	\$4,800.00	1.0	\$ 4,800.00	100.0%
6.04	6010-B-1509	INTAKE, DOUBLE OPEN-THROAT CURB, SW-509	EA	4	\$5,900.00	\$23,600.00	4.0	\$ 23,600.00	100.0%
6.05	2435-0251010	INTAKE, DOUBLE OPEN-THROAT CURB, SW-510 MODIFIED	EA	1	\$10,000.00	\$10,000.00	1.0	\$ 10,000.00	100.0%
6.06	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	EA	3	\$1,900.00	\$5,700.00	2.0	\$ 3,800.00	66.7%
6.07	6010-G-1000	CONNECTION TO EXISTING STORM MANHOLE	EA	2	\$2,400.00	\$4,800.00	2.0	\$ 4,800.00	100.0%
6.08	6010-G-1000	MODIFY EXISTING INTAKE, SW-403	EA	3	\$4,700.00	\$14,100.00	3.0	\$ 14,100.00	100.0%
6.09	2435-0250904	SW-509, TOP ONLY	EA	1	\$1,900.00	\$1,900.00	1.0	\$ 1,900.00	100.0%
6.10	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	5	\$500.00	\$2,500.00	5.0	\$ 2,500.00	100.0%
DIVISION 7 - STREETS AND RELATED WORK									
7.01	7010-A-1009	PAVEMENT, PCC, CLASS C, 9 IN.	SY	9,534	\$45.00	\$429,030.00	9764.4	\$ 439,398.00	102.4%
7.02	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN.	SY	46	\$52.50	\$2,415.00	104.7	\$ 5,496.75	227.6%
7.03	7030-A-1000	REMOVAL, SIDEWALK, TRAIL AND DRIVEWAY	SY	934	\$4.00	\$3,736.00	934.0	\$ 3,736.00	100.0%
7.04	7030-C-1006	SHARED USE PATH, PCC, 6 IN.	SY	582	\$37.50	\$21,825.00	593.7	\$ 22,263.75	102.0%
7.05	7030-E-1005	SIDEWALK, PCC, 5 IN.	SY	543	\$37.50	\$20,362.50	543.0	\$ 20,362.50	100.0%
7.06	7030-E-1006	SIDEWALK RAMP, PCC, 6 IN.	SY	286	\$67.50	\$19,305.00	286.0	\$ 19,305.00	100.0%
7.07	7030-G-1000	DETECTABLE WARNINGS	SF	308	\$32.50	\$10,010.00	312.0	\$ 10,140.00	101.3%
7.08	7030-H-1006	DRIVEWAY, PCC, 6 IN.	SY	112	\$40.00	\$4,480.00	112.0	\$ 4,480.00	100.0%
7.09	7030-H-2000	DRIVEWAY, GRANULAR, 6 IN.	TONS	146	\$8.00	\$1,168.00	243.82	\$ 1,950.56	167.0%
7.10	7040-H-1000	REMOVAL, ROADWAY PAVEMENT	SY	7,013	\$4.00	\$28,052.00	7013.0	\$ 28,052.00	100.0%
7.11	SUPPLEMENTAL	SAWCUT	LF	908	\$7.50	\$6,810.00	853.75	\$ 6,403.13	94.0%
7.12	SUPPLEMENTAL	PAVEMENT GRINDING	SY	950	\$15.00	\$14,250.00	118.0	\$ 1,770.00	12.4%
DIVISION 8 - TRAFFIC CONTROL									
8.01	8030-A-1000	TEMPORARY TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	1.0	\$ 7,500.00	100.0%
8.02	8010-B-1000	TEMPORARY TRAFFIC SIGNAL (NORDIC DRIVE)	LS	1	\$100,000.00	\$100,000.00	1.0	\$ 100,000.00	100.0%
8.03	8010-B-1000	TEMPORARY TRAFFIC SIGNAL (NORDIC DRIVE), MAINTENANCE	LS	1	\$30,000.00	\$30,000.00	1.0	\$ 30,000.00	100.0%
8.04	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	28	\$200.00	\$5,600.00	32.0	\$ 6,400.00	114.3%
8.05	2524-6795010	SIGNING, REMOVAL, REINSTALLATION, AND SALVAGE	EA	15	\$120.00	\$1,800.00	15.0	\$ 1,800.00	100.0%
8.06	2524-9276010	POSTS FOR SIGNS, STEEL	LF	362	\$8.00	\$2,896.00	398.0	\$ 3,184.00	109.9%
8.07	2524-9276021	ANCHOR POST, STEEL	EA	32	\$35.00	\$1,120.00	35.0	\$ 1,225.00	109.4%
8.08	2524-9325001	TYPE A SIGNS	SF	243	\$20.00	\$4,860.00	267.0	\$ 5,340.00	109.9%
8.09	8020-B-1000	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	98.93	\$37.00	\$3,588.41	198.89	\$ 7,358.93	205.2%
8.10	8020-G-1000	PAINTED SYMBOLS & LEGENDS, WATERBORNE	EA	21	\$95.00	\$1,995.00	32.0	\$ 3,040.00	152.4%
DIVISION 9 - SITE WORK AND LANDSCAPING									
9.01	9010-B-1100	HYDRAULIC SEED, FERT, & MULCH, TYPE 1 (PERM. LAWN MIXTURE)	ACRE	2.0	\$5,000.00	\$10,000.00	4.36	\$ 21,800.00	218.0%
9.02	9010-D-1000	WATERING	MGAL	170	\$72.00	\$12,240.00	0.0	\$ -	0.0%
9.03	9010-E-1000	WARRANTY	LS	1	\$2,500.00	\$2,500.00	1.0	\$ 2,500.00	100.0%



PAY ESTIMATE : # 16 - FINAL
 DATE : 11/17/2020
 CONTRACT AMOUNT : \$1,849,429.16
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 BI-WEEKLY
 BID ITEM COSTS

PROJECT NAME : Ridgeway Ave Reconstruction
 CITY PROJECT # : RC-293-3172

BID ITEMS

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	ITEM % COMPLETED
9.04	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$4,000.00	\$4,000.00	1.0	\$ 4,000.00	100.0%
9.05	9040-E-1023	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2.C	SY	3,228	\$1.00	\$3,228.00	3228.0	\$ 3,228.00	100.0%
9.06	9040-F-1009	WATTLES, 9 IN., STRAW	LF	2,620	\$2.25	\$5,895.00	1164.0	\$ 2,619.00	44.4%
9.07	9040-F-2009	WATTLES, MAINTENANCE & REMOVAL	LF	2,620	\$1.00	\$2,620.00	100.0	\$ 100.00	3.8%
9.08	9040-J-1000	RIP RAP, CLASS E	TON	86	\$45.00	\$3,870.00	75.8	\$ 3,409.65	88.1%
9.09	9040-N-1000	SILT FENCE	LF	888	\$2.00	\$1,776.00	911.0	\$ 1,822.00	102.6%
9.10	9040-N-3000	SILT FENCE, MAINTENANCE & REMOVAL	LF	888	\$0.75	\$666.00	1481.0	\$ 1,110.75	166.8%
9.11	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	ACRE	3	\$750.00	\$2,250.00	0.0	\$ -	0.0%
9.12	9040-T-1000	INLET PROTECTION DEVICE	EA	21	\$150.00	\$3,150.00	10.0	\$ 1,500.00	47.6%
9.13	9040-T-2000	INLET PROTECTION DEVICE, MAINTENANCE	EA	31	\$50.00	\$1,550.00	21.0	\$ 1,050.00	67.7%
9.14	SUPPLEMENTAL	STREET LIGHTING	LS	1	\$35,000.00	\$35,000.00	1.0	\$ 35,000.00	100.0%
9.15	SPECIAL	LANDSCAPING	LS	1	\$375,000.00	\$375,000.00	0.935	\$350,500.00	93.5%
DIVISION 10 - DEMOLITION									
		(NOT USED)							
DIVISION 11 - MISCELLANEOUS									
11.01	2520-3350015	FIELD OFFICE	EA	1	\$4,000.00	\$4,000.00	0.0	\$ -	0.0%
STOCKPILED MATERIALS									
CHANGE ORDERS									
9001		CHANGE ORDER #1 - CHANCELLOR ROUNDABOUT POWER	LS	1	\$6,105.00	\$6,105.00	1.0	\$ 6,105.00	100.0%
9002		CHANGE ORDER #1 - POWER TO COLUMNS FROM HANDHOLES	LS	1	\$6,600.00	\$6,600.00	1.0	\$ 6,600.00	100.0%
9003		CHANGE ORDER #2 - LANDSCAPING COLUMN REPAIR	LS	1	\$16,000.00	\$16,000.00	1.0	\$ 16,000.00	100.0%

Approved by Contractor:

Robert Peterson
 Peterson Contractors, Inc.

TOTAL AMOUNT OF WORK DONE TO DATE :	\$1,816,932.02
PERCENT OF WORK DONE TO DATE :	97.00%
TOTAL PROJECT COST (BID) :	\$1,849,429.16
TOTAL PROJECT COST (BID) PLUS CHANGE ORDERS :	\$1,871,534.16
DEDUCTION :	\$0.00
LESS PERCENTAGE RETAINED (5%) :	\$0.00
LESS PREVIOUS PAYMENTS :	\$1,726,085.42
AMOUNT DUE THIS ESTIMATE :	\$90,846.60

Approved by Owner:

Matthew Tolan 11/17/2020
 Matthew Tolan, EI
 Civil Engineer II



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 17th, 2020

SUBJECT: Professional Service Agreement
 AECOM Technical Services, Inc.
 FEMA Levee System Accreditation
 FL-000-3251

Please find attached the Professional Services Agreement with AECOM Technical Services, Inc. that outlines the scope of services and costs to develop a submittal package for FEMA accreditation of the Cedar Falls Local Flood Protection Project.

AECOM Technical Services, Inc. was the firm selected by The Public Works Department. The enclosed agreement with AECOM provides for the obtaining and reviewing design information outlined in 44 CFR 65.10, developing and submitting a package certify that the Cedar Falls Local Flood Protection Project System meets the minimum design, operation and maintenance accreditation requirement of the Federal Emergency Management Agency (FEMA) and removes the provisionally accredited note from the Flood Insurance Rate Map (FIRM).

Total compensation for services provided shall be based on hourly billing rates not to exceed the total amount of Seventy-Three Thousand Five Hundred Dollars (\$73,500.00.) This project will be funded by the Flood Mitigation Grant.

The Public Works Department requests your consideration and approval of this Professional Service Agreement with AECOM Technical Services, Inc. for the FEMA Levee System Accreditation Project.

If you have any questions or comments feel free to contact me.

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



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**CITY OF CEDAR FALLS, IOWA
CEDAR FALLS FLOOD PROTECTION SYSTEM
FEMA LEVEE SYSTEM ACCREDITATION SUBMITTAL
CITY PROJECT NUMBER: FL-000-3251**

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 Seventy-Three Thousand Five Hundred Dollars (\$73,500.00) 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: December 15, 2020

**CITY OF CEDAR FALLS, IOWA
CEDAR FALLS FLOOD PROTECTION SYSTEM
FEMA LEVEE SYSTEM ACCREDITATION SUBMITTAL
CITY PROJECT NUMBER: FL-000-3251**

EXHIBIT A

A. Project Description

On August 22, 2018, the City of Cedar Falls was contacted by the Federal Emergency Management Agency (FEMA) requesting documentation that shows the current Local Flood Protection Project (LFPP) meets the requirements of the Code of Federal Regulations, Title 44, Section 65.10 (44 CFR 65.10), entitled "Mapping of Areas Protected by Levee Systems." This documentation is required in order to continue to accredit the Cedar Falls levee for FEMA Flood Plain Mapping. Upon receipt of this letter from FEMA, the City filed a Provisionally Accredited Levee (PAL) agreement with FEMA which added a provisionally accredited note to the Flood Insurance Rate Map (FIRM) until the required 44 CFR 65.10 criteria could be developed and submitted. This project consists of developing a submittal package for FEMA accreditation for the Cedar Falls LFPP.

This project will include obtaining and reviewing design information outlined in 44 CFR 65.10, developing and submitting a package certifying that the Cedar Falls LFPP System meets the minimum design, operation and maintenance accreditation requirements of FEMA and removes the provisionally accredited note from the FIRMs. The Scope of Services for the project assumes that the required design and construction documentation for the original LFPP will be obtained by the City from the USACE. The LFPP is assumed to be a Clearly Certifiable System based on the USACE Circular No. EC 1110-2-6067 and 44 CFR 65.10.

The current LFPP consists of earthen levees, floodwalls, closure structures, a riverfront promenade, a pump station, gatewells and an interior drainage ponding area. The total length of the LFPP is approximately 6,077 linear feet. In July 2020, the City completed the levee improvement project, which raised the original flood protection elevation to a 0.2 percent annual chance exceedance probability. These improvements will be incorporated into the FEMA submittal, as well as documentation from the original levee construction.

B. Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to work with the City of Cedar Falls in obtaining required design and construction information from the USACE for the LFPP, developing and submitting an accreditation/certification package, and coordination with the City and FEMA.

Cedar Falls LFPP System Accreditation

The Scope of Services for the Cedar Falls LFPP System Accreditation is further defined as follows:

Data Collection and Review (Tasks 1-10)

These tasks include collection and review of existing data for the original and improved Cedar Falls LFPP, including operation and maintenance manuals, existing engineering and design documents, existing construction records and as-built drawings, existing FEMA flood maps pertaining to the LFPP, existing hydrologic and hydraulic models, existing inspection reports, existing flood fighting and maintenance reports, and a review of existing permits for utility crossings. A review of the existing information will assist in confirming that additional studies will not be required. The following identifies tasks leading to the completion of the data collection and review:

- Task 1 - Data Collection/Information Requests
- Task 2 - Review of Existing O&M Manuals
- Task 3 - Review of Existing Engineering and Design Documents
- Task 4 - Review of Existing Construction Records and Certified As-Built Drawings
- Task 5 - Review of Existing FEMA Flood Maps Pertaining to LFPP
- Task 6 - Review of Existing Hydrologic and Hydraulic Models
- Task 7 - Review of Existing Inspection Reports
- Task 8 - Review of Existing Flood Fighting and Maintenance Reports
- Task 9 - Review Existing Permits for Utility Crossings
- Task 10 - Summary of Existing Documentation

LFPP Elevation Verification and Freeboard Review (Tasks 11-13)

These tasks include reviewing the LFPP certified as-built construction plans and as-built survey information for the LFPP. The duplicate effective HEC-2 hydraulic model (used for the DNR Floodplain Permit application for the flood protection improvement project) for the Cedar River will also be reviewed to verify the base flood elevation for the flood protection system. It is assumed that the current published FEMA hydrologic data for the 100-year peak discharge on the Cedar River will be utilized for the hydraulic review. The as-built survey elevations will be compared to freeboard requirements shown in 44 CFR 65.10, and a summary will be developed for inclusion in the accreditation submittal.

- Task 11- Review As-Built Survey and Construction Plan Elevation Information
- Task 12 - Review of Existing Duplicate Effective HEC-2 Hydraulic Model
- Task 13 - Verify and Summarize Elevations Based on 44 CFR 65.10 Freeboard Requirements

Closure Design Verification (Tasks 14-16)

These tasks include verifying the closure structures used on the LFPP. This includes a review of the structural evaluation/shop drawings of the closure structures, in addition to operational analysis of the closure structures' training and inspection reports to demonstrate confidence that the closures can be placed into service with materials being available, and the proper manpower and equipment to perform the required tasks. The following tasks lead to the completion of the closure structure review:

- Task 14 - Verification of Current Closure Structures in the LFPP System
- Task 15 - Verification of the Design/Shop Drawings of the Closure Structures
- Task 16 - Operational Analysis of the Closure Structures

Embankment Protection Verification (Tasks 17-18)

These tasks include a review of the engineering analyses completed to demonstrate that no appreciable erosion of the levee embankment can be expected during the base flood event as a result of either currents or waves, and that the anticipated erosion will not result in failure of the levee embankment or foundation through reduction of the seepage path and subsequent instability. The following tasks lead to the completion of the LFPP embankment protection review:

- Task 17 - Verification of Levee Protection Due to Stream Current (Velocity) Erosion
- Task 18 - Verification of Levee Protection Due to Wave Induced Erosion

Embankment and Foundation Stability Analyses, Settlement Analyses (19-20)

These tasks include a review of the engineering analyses used to evaluate the levee embankment stability. The analyses should verify that the expected seepage during loading conditions associated with the base flood event will not jeopardize the embankment or foundation stability. Also included in these tasks, is a review of the settlement analyses to demonstrate that freeboard

will be maintained. The review shall verify that the analyses addresses embankment loads, compressibility of embankment and foundation soils, age of the levee system and construction compaction methods. Detailed settlement calculations using procedures such as those described in the USACE EM 1110-1-1904, Soil Mechanics Design - Settlement Analysis, are required to be submitted. The following tasks lead to the completion of the embankment and foundation stability analyses:

Task 19 - Embankment and Foundation Stability Analyses Review

Task 20 - Settlement Analyses Review

Structural Analyses - Flood Walls (Tasks 21-22)

These tasks include a review of the design calculations developed for the structural wall sections of the LFPP. In addition, the structural stability analyses will be reviewed, including the developed factors of safety. The following tasks lead to the completion of the structural analyses review of the flood walls:

Task 21 - Review of Structural Design Calculations for Each Wall Segment

Task 22 - Review of Structural Stability Analyses and Factors of Safety

Interior Drainage and Pump Station Design Review (Tasks 23-24)

These tasks include a review of the interior drainage design layout and calculations developed for interior portion of the Cedar Falls LFPP. The analysis should be based on the joint probability of interior and exterior flooding and the capacity of facilities (such as drainage lines and pumps) for evacuating interior floodwaters, as described in USACE EM 110-201914, Hydrologic Analysis of Interior Areas. The following tasks lead to the completion of the interior drainage and pump station review:

Task 23 - Interior Drainage System Review of LFPP

Task 24 - Review of Pump Station Design Criteria

Operation Plans and Criteria (Including Interior Drainage) (Tasks 25-27)

These tasks include verifying and updating the operation plans and criteria for the Cedar Falls LFPP. This includes verifying that the plan includes documentation of the flood warning system that will trigger emergency operation activities and demonstration that sufficient flood warning time exists for the completed operation of all closure structures, including necessary sealing, before floodwaters reach the base of the closure. Verifying that a formal plan of operation, including specific actions and assignments of responsibility by individual name or title, as well as inclusion of provisions for periodic operation at not less than 1-year intervals of the closure structures for testing and training purposes. The operations plan should also include a separate plan for the pump station that includes a detailed operations and inspection plan. The following tasks lead to the completion of verifying the operations plan and criteria for the LFPP. It is assumed that a detailed operations plan exists and has been updated to reflect the recently completed flood protection improvement project. The intent of Task 27 is to complete minor changes such as updating names and dates of personnel associated with the plan, not developing or significantly changing the existing plan.

Task 25 - Verify Operations Plan meets 44 CFR 65.10 requirements

Task 26 - Verify Pump Station Operations Plan meets 44 CFR 65.10 requirements

Task 27 - Assist City of Cedar Falls on Completing Required Updates to Operations Plan to Meet 44 CFR 65.10 Requirements

Maintenance Plan and Inspection History (Tasks 28-30)

These tasks include verifying that maintenance plans existing for the LFPP in addition to procedures for updating and documenting the history of inspections. The plan should document the formal procedure that ensures the stability, height and overall integrity of the LFPP will be maintained. This includes reviewing the maintenance activities to be performed, the frequency of performance and the name or title of the person responsible for performance. The intent of Task 30 is to complete minor changes such as updating names and dates of personnel associated with the plan, not developing or significantly changing the existing plan. The following tasks lead to the completion of the maintenance plan and history of inspection reviews:

Task 28 - Verify Maintenance Plan meets 44 CFR 65.10 Requirements

Task 29 - Verify Inspection Plans meet 44 CFR 65.10 Requirements and the History of Inspections are Included in Overall Maintenance Plan

Task 30 - Assist City of Cedar Falls on Completing Required Updates to the Maintenance Plan to meet 44 CFR 65.10 requirements

LFPP Accreditation and Certification Submittal Package Development (Task 31)

This task includes developing an LFPP accreditation/certification report to be submitted to FEMA. The report will be prepared to document and describe the basis for the certification determination for the LFPP and will include the following:

- Table of Contents
- System Description
- References
- Certification Team Members
- Previous Certification Information (LOMR)
- Overall Performance History (Operation and Maintenance Information)
- Freeboard Verification Summary
- Closure Structure Design Summary
- Embankment Protection Summary
- Embankment and Foundation Stability Analyses Summary
- Settlement Analyses Summary
- Structural Analyses Summary
- Interior Drainage and Pump Station Design Summary
- Operations Plan Summary
- Maintenance Plan and Inspection History Summary
- Field Review Summary
- Overall System Evaluation and Associated Appendices

Task 31 - Cedar Falls LFPP Accreditation/Certification Report Development

Project Administration and Meetings (Tasks 32-33)

These tasks include project meetings and project administration throughout the project development. The following tasks lead to the completion of project administration during this phase of the project:

Task 32 - Project Meetings

Task 33 - Project Administration

Assumptions:

It has been assumed that design information (original LFPP) and construction review documentation for the Cedar Falls LFPP can be obtained from the City of Cedar Falls or the USACE. It has also been assumed no additional geotechnical studies (including soil borings), hydraulic studies, structural calculations or hydrologic evaluations will be required.

EXHIBIT B

**CITY OF CEDAR FALLS, IOWA
CEDAR FALLS FLOOD PROTECTION SYSTEM
FEMA LEEVE SYSTEM ACCREDITATION SUBMITTAL
CITY PROJECT NUMBER: FL-000-3251**

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).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID.#:	FAX (A/C, No.):
	INSURED Business Name 123 Main Street Anytown, IA 0000	
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Carrier should reflect rating of A-, VIII or better
		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 <input type="checkbox"/> 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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
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.

EXHIBIT C

**CITY OF CEDAR FALLS, IOWA
CEDAR FALLS FLOOD PROTECTION SYSTEM
FEMA LEVEE SYSTEM ACCREDITATION SUBMITTAL
CITY PROJECT NUMBER: FL-000-3251**

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 PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: December 17, 2020

SUBJECT: Walnut Street Box Culvert Replacement Project
 Project No.: BR – 106 – 3152
 Project Final Acceptance

The Walnut Street Box Culvert Replacement Project is completed and ready for final acceptance. This project replaced the box culvert crossing Walnut Street between 20th and 21st street. Additional work includes the replacement of the underground utilities and the concrete roadway over the length of the entire block, including new sidewalks and roadway access, and was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Peterson Contractors Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>Peterson Contractors Inc. Suppliers:</u> <i>Benton's Ready Mixed Concrete Inc.</i> <i>BMC Aggregates LC.</i> <i>Utility Equipment Company</i> <i>Hi-Way Products Inc.</i> <i>Northern Iowa Construction Products</i> <i>Mid States Precast Products Inc.</i> <i>Construction Materials Inc</i></p>	<p>Peterson Contractors Inc. <u>Subcontractors including subcontractor suppliers:</u> <i>Cunningham Construction Co.</i> - <i>Benton's Ready Mixed Concrete Inc.</i> - <i>Logan Contractor Supply</i> <i>Meli Construction</i> - <i>Benton's Ready Mixed Concrete Inc.</i> - <i>Stetson Building Products</i> - <i>Utility Equipment Co.</i> <i>Service Signing, LC</i> <i>Tiedt Landscaping</i> <i>Laser Line Striping</i></p>
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This project was primarily funded by the “Storm Water Bond”. Below is a breakdown of final contract costs for items that were not funded by the “Storm Water Bond” and their funding source:

Funding Source	Attributed Costs
Storm Water Bond	\$325,000.00
Local Option Sales Tax	\$250,000.00
Street Construction Fund	\$197,900.51

I certify that the public improvements for the Walnut Street Box Culvert Replacement Project were completed in reasonable compliance with the project plans and specifications.


Ben Claypool _____ 12/17/2020
Date

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

J8231

Item 25.

PAY ESTIMATE : Retainage Release
DATE : 12/10/2020
CONTRACT AMOUNT : \$788,376.06
CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
BI-WEEKLY
BID ITEM COSTS

PROJECT NAME : Walnut Street Bridge Replacement
CITY PROJECT # : BR-106-3152

BID ITEMS								
ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	Cleaning & Grubbing	LS	1.0	\$1,300.00	\$1,300.00	1.0	\$1,300.00	100.00% +
2	Topsoil, Furnish & Spread	CY	419.0	\$20.00	\$8,380.00	419.0	\$8,380.00	100.00% +
3	Excavation, Class 10, Roadway	CY	825.0	\$10.50	\$8,662.50	825.0	\$8,662.50	100.00% +
4	Excavation, Class 10, Unstable, Roadway	CY	82.5	\$55.25	\$4,558.13	6.5	\$359.13	7.88% +
5	Excavation, Class 12, Boulder	CY	8.2	\$45.00	\$369.00	0.0	\$0.00	0.00% +
6	Excavation, Class 13, Channel	CY	125.9	\$10.50	\$1,321.95	125.9	\$1,321.95	100.00% +
7	Compaction, Subgrade, Roadway	STA	4.5	\$550.00	\$2,475.00	0.0	\$0.00	0.00% +
8	Geogrid	SY	1,484.10	\$3.00	\$4,452.30	39.0	\$117.00	2.63% +
9	Modified Subbase, 12 IN., Roadway	SY	2,473.5	\$15.50	\$38,339.25	2,473.5	\$38,339.25	100.00% +
10	Removal of Existing Bridge Structure	LS	1.0	\$10,500.00	\$10,500.00	1.0	\$10,500.00	100.00% +
11	Excavation, class 23, Structure	CY	369.7	\$115.00	\$42,515.50	369.7	\$42,515.50	100.00% +
12	Granular Subbase Backfill, Culvert	CY	75.4	\$43.75	\$3,298.75	75.4	\$3,298.75	100.00% +
13	Granular Bedding, Culvert	CY	91.3	\$46.75	\$4,268.28	91.3	\$4,268.28	100.00% +
14	Flowable Mortar, Culvert	CY	61.0	\$170.00	\$10,370.00	48.0	\$8,160.00	78.69% +
15	Granular Backfill (Replacement of Unsuitable Backfill)	TON	50.0	\$28.25	\$1,412.50	71.7	\$2,026.09	143.44% +
16	Sewer, Sanitary, 8" Truss Pipe	LF	72.0	\$52.00	\$3,744.00	72.0	\$3,744.00	100.00% +
17	Sewer, Sanitary Service Stub, 4" SDR 23.5	LF	25.0	\$64.00	\$1,600.00	25.0	\$1,600.00	100.00% +
18	Removal of Sanitary Sewer, VCP, 8"	LF	138.0	\$7.50	\$1,035.00	138.0	\$1,035.00	100.00% +
19	Sewer, Storm, 18 IN. Dia., 2000D, RCP	LF	114.0	\$56.00	\$6,384.00	86.5	\$4,844.00	75.88% +
20	Sewer, Storm, 18 IN. DIA., Standard Perf., HDPE	LF	170.0	\$39.00	\$6,630.00	189.5	\$7,390.50	111.47% +
21	Sewer, Storm, 24 IN. Dia., 2000D, RCP	LF	64.0	\$77.00	\$4,928.00	65.0	\$5,005.00	101.56% +
22	Sewer, Storm, 24 IN. Dia., Standard Perf., HDPE	LF	287.0	\$50.00	\$14,350.00	275.5	\$13,775.00	103.18% +
23	Removal of Storm Sewer, RCP, 12"	LF	448.0	\$13.00	\$5,824.00	448.0	\$5,824.00	100.00% +
24	Double Cell 14 FT. X 6 FT. Culvert, Precast, PCC	LF	54.0	\$2,260.00	\$121,500.00	54.0	\$121,500.00	100.00% +
25	Double Cell 14 FT. X 6 FT. Culvert Apron, 2:1 Sloped End Section, Precast, PCC, Including	LS	1.0	\$19,300.00	\$19,300.00	1.0	\$19,300.00	100.00% +
26	Double Cell Flared End Section, 30o South & -30o North, 2 - 2.3:1 Slope Walls, PCC, Includ	LS	1.0	\$26,000.00	\$26,000.00	1.0	\$26,000.00	100.00% +
27	1 Ft. X 4 FT. X 36 FT. Curtain Wall, Precast, PCC	EA	2.0	\$5,000.00	\$10,000.00	2.0	\$10,000.00	100.00% +
28	Subdrain, Standard Perf., 6 IN.	LF	776.0	\$10.50	\$8,160.00	650.5	\$6,830.25	83.61% +
29	Subdrain, Outlet, 6 IN. X 2 FT., CMP	EA	12.0	\$165.00	\$1,980.00	11.0	\$1,815.00	91.87% +
30	Subdrain, Outlet, 6 IN. X 6 FT., CMP	EA	2.0	\$225.00	\$450.00	2.0	\$450.00	100.00% +
31	Storm Sewer Service Stub, Non Perforated HDPE, 4"	EA	4.0	\$250.00	\$1,000.00	4.0	\$1,000.00	100.00% +
32	Watermain, Trenched, SJ DIP, 6" (Polyethylene Wrapped)	LF	585.0	\$51.00	\$29,835.00	547.5	\$27,922.50	93.59% +
33	Watermain, Trenched, SJ DIP, 10" (Polyethylene Wrapped)	LF	130.0	\$75.50	\$9,815.00	87.0	\$6,568.50	66.92% +
34	Bend, 6" MJ 45o	EA	4.0	\$275.00	\$1,100.00	4.0	\$1,100.00	100.00% +
35	Bend, 6" MJ 90o	EA	8.0	\$275.00	\$2,200.00	10.0	\$2,750.00	125.00% +
36	Cross, 6" X 6" MJ	EA	1.0	\$525.00	\$525.00	1.0	\$525.00	100.00% +
37	Cross, 10" X 10" MJ	EA	1.0	\$800.00	\$800.00	1.0	\$800.00	100.00% +
38	Tee, 6" X 6" MJ X MJ	EA	1.0	\$485.00	\$485.00	1.0	\$485.00	100.00% +
39	Tee, 10" X 6" MJ X MJ	EA	1.0	\$630.00	\$630.00	1.0	\$630.00	100.00% +
40	Reducer, 10" X 6" MJ X PE	EA	2.0	\$400.00	\$800.00	2.0	\$800.00	100.00% +
41	Sleeve, 10" X 12" Solid	EA	2.0	\$650.00	\$1,300.00	3.0	\$1,950.00	150.00% +
42	6" Nitrile Gaskets	EA	14.0	\$45.00	\$630.00	14.0	\$630.00	100.00% +
43	10" Nitrile Gaskets	EA	4.0	\$60.00	\$240.00	6.0	\$360.00	150.00% +
44	Cap, 6" MJ	EA	4.0	\$170.00	\$680.00	4.0	\$680.00	100.00% +
45	Cap, 10" MJ	EA	2.0	\$240.00	\$480.00	1.0	\$240.00	50.00% +
46	Joint Restraint Gasket, 6"	EA	14.0	\$275.00	\$3,850.00	10.0	\$2,750.00	71.43% +
47	Joint Restraint Gasket, 10"	EA	2.0	\$365.00	\$730.00	0.0	\$0.00	0.00% +
48	Mechanical Joint Restraint, 6"	EA	32.0	\$90.00	\$2,880.00	42.0	\$3,780.00	131.25% +
49	Mechanical Joint Restraint, 10"	EA	6.0	\$115.00	\$690.00	11.0	\$1,265.00	183.33% +
50	Service Shortside, 3/4"	EA	2.0	\$1,250.00	\$2,500.00	1.0	\$1,250.00	50.00% +
51	Service Longside, 3/4"	EA	2.0	\$2,100.00	\$4,200.00	4.0	\$8,400.00	200.00% +
52	Valve, 6" MJ Gate W/Box	EA	4.0	\$2,250.00	\$9,000.00	4.0	\$9,000.00	100.00% +
53	Valve, 10" MJ Gate W/Box	EA	1.0	\$3,285.00	\$3,285.00	2.0	\$6,570.00	200.00% +
54	Hydrant Assembly	EA	2.0	\$4,450.00	\$8,900.00	2.0	\$8,900.00	100.00% +
55	Remove Hydrant Assembly	EA	1.0	\$1,200.00	\$1,200.00	1.0	\$1,200.00	100.00% +
56	Manhole, Sanitary Sewer, SW-301	EA	2.0	\$4,350.00	\$8,700.00	2.0	\$8,700.00	100.00% +
57	Manhole, Storm Sewer, SW-401	EA	2.0	\$2,450.00	\$4,900.00	2.0	\$4,900.00	100.00% +
58	Manhole Adjustment, Minor	EA	2.0	\$650.00	\$1,300.00	2.0	\$1,300.00	100.00% +
59	Remove Manhole	EA	3.0	\$400.00	\$1,200.00	2.0	\$800.00	66.67% +
60	Remove Intake	EA	7.0	\$350.00	\$2,450.00	7.0	\$2,450.00	100.00% +
61	Intake, Type D	EA	12.0	\$5,180.00	\$62,160.00	10.0	\$51,800.00	83.33% +
62	Pavement, Stand, Or Slip-Form, PCC, 8 IN., Class 'C'	SY	2,248.0	\$51.60	\$115,893.50	2,287.6	\$118,040.16	101.85% +
63	Removal of Driveway	SY	80.6	\$11.50	\$926.90	80.6	\$926.90	100.00% +
64	Removal of Sidewalk	SY	122.4	\$9.50	\$1,162.80	140.3	\$1,332.85	114.62% +
65	Sidewalk, 4", Type 'C', Class III, PCC	SY	373.3	\$42.85	\$15,995.91	88.5	\$3,792.23	23.71% +
66	Sidewalk, 6", Type 'C', Class III, PCC	SY	99.9	\$83.65	\$8,356.64	66.8	\$5,587.82	66.87% +
67	Pedestrian Ramps, Detectable Warnings	SF	160.0	\$36.00	\$5,760.00	100.0	\$3,600.00	62.50% +
68	Driveway 6", Type 'C', Class III, PCC	SY	80.6	\$58.85	\$4,743.31	76.1	\$4,478.49	94.42% +
69	Surfacing, 1" Roadstone	TON	50.0	\$28.00	\$1,400.00	0.0	\$0.00	0.00% +
70	Patch, HMA (ST) Surface, 1/2", No Fric.	TON	5.0	\$250.00	\$1,250.00	0.0	\$0.00	0.00% +
71	Removal of Pavement	SY	2,246.0	\$6.00	\$13,476.00	2,280.0	\$13,680.00	101.51% +
72	Traffic Control	LS	1.0	\$2,500.00	\$2,500.00	1.0	\$2,500.00	100.00% +
73	Type A Signs, Aluminum	SF	29.5	\$23.00	\$678.50	29.5	\$678.50	100.00% +
74	Sign Post, Square Tubing 14 Gauge 2" Galvanized	LF	74.5	\$10.00	\$745.00	74.5	\$745.00	100.00% +
75	Hydraulic Seeding	SF	15,412.0	\$0.15	\$2,311.80	15,412.0	\$2,311.80	100.00% +
76	Sod, Provide & Place	SF	7,200.0	\$0.90	\$6,480.00	16,920.0	\$15,228.00	235.00% +
77	Filter Sock, 9"	LF	240.0	\$3.50	\$840.00	0.0	\$0.00	0.00% +
78	Rolled Erosion Control Product, Extended Term (RECP)	SY	452.2	\$1,017.45	\$452,200.00	452.2	\$452,200.00	100.00% +
79	Revetment, Class E	TON	210.0	\$43.50	\$9,135.00	233.0	\$10,133.33	110.93% +
80	Sediment Filter, Intake Well	EA	12.0	\$140.00	\$1,680.00	0.0	\$0.00	0.00% +
81	Cleaning, Sediment Filter Basin	EA	12.0	\$50.00	\$600.00	0.0	\$0.00	0.00% +
82	Safety Rail	LF	103.5	\$240.00	\$24,840.00	103.5	\$24,840.00	100.00% +
83	Mobilization	LS	1.0	\$27,000.00	\$27,000.00	1.0	\$27,000.00	100.00% +
8001	CFU Gas Main Protection (EWO #2)	LS	1.0	\$3,700.00	\$3,700.00	1.0	\$3,700.00	100.00% +
8002	Cast-In-Place Intake (EWO #3)	LS	1.0	\$6,545.00	\$6,545.00	1.0	\$6,545.00	100.00% +
8003	Tree Removal	LS	1.0	\$800.00	\$800.00	1.0	\$800.00	100.00% +
8004	Watering	MGal	166.3	\$66.00	\$10,975.80	166.3	\$10,975.80	100.00% +
8005	Watering Mobilization	EA	12.0	\$385.00	\$4,620.00	12.0	\$4,620.00	100.00% +

CHECKED BY: Ben Claypool

SIGNED: Benjamin Claypool
 Ben Claypool
 Civil Engineer II, PhD, EI

SIGNED: Jordan Krull
 Jordan Krull
 President
 Peterson Contractors Inc.

Total Amount of Work Done To Date : \$780,400.51

Percent of Work Done to Date : 99.0%

Prepaid Inventory Value : \$0.00
 (See Attachment)

Total Project Cost (Bid) : \$788,376.05

Total Liquidated Damages : \$7,500.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$733,880.48

AMOUNT DUE THIS ESTIMATE : \$39,020.03

ITEM DENOTATION :
 + = Final Quantity

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107049026

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seven Hundred Eighty-Eight Thousand Three Hundred Seventy-Five Dollars and Five Cents (\$788,375.05), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 3rd day of June, 2019, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 – Walnut Street Box Culvert Replacement Project No. BR-106-3152

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: 107049026
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **3rd** day of **June**, 2019.

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 11, 2020
SUBJECT: FY2021-2026 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2021-2026 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on December 21st.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 4, 2021.

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

**NOTICE OF PUBLIC HEARING FOR THE
FY2021-2026 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2021-2026 Capital Improvements Program (CIP) at 7:00 p.m. on the 4th day of January 2021, said meeting to be held in the 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, which will be available on the city web site at www.cedarfalls.com.

Copies of the foregoing described document are 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. Written comments to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

By: Jacqueline Danielsen, City Clerk

Daily Invoices for Council Meeting 12/21/20

ACCOUNT ACTIVITY LISTING

Item 27.

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
995		06/21	AP	12/09/20	0395218	BALVANZ, BRENDA	55.63		12/16/20
RMB:PLANNER PAGES									
ACCOUNT TOTAL							55.63	.00	55.63
101-1028-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE									
943		06/21	AP	11/23/20	0395187	FEY, THOMAS	2,430.50		12/08/20
TUITION REIMBURSEMENT						HISTORY & THEATRICAL ARTS			
ACCOUNT TOTAL							2,430.50	.00	2,430.50
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES									
825		05/21	AP	11/30/20	0005310	FARMERS STATE BANK	12.00		12/04/20
INCOMING WIRE FEE						MIDWEST CD			
825		05/21	AP	11/30/20	0005311	FARMERS STATE BANK	20.00		12/04/20
OUTGOING WIRE FEE						MIDWEST CD			
825		05/21	AP	11/18/20	0005309	FARMERS STATE BANK	20.00		12/04/20
VOYA OUTGOING WIRE						11/20/20 PAYROLL			
825		05/21	AP	11/04/20	0005308	FARMERS STATE BANK	20.00		12/04/20
VOYA OUTGOING WIRE FEE						11/06/20 PAYROLL			
ACCOUNT TOTAL							72.00	.00	72.00
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	63.98		12/04/20
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							63.98	.00	63.98
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
825		05/21	AP	11/02/20	0005321	PROFESSIONAL SOLUTIONS	14.64		12/04/20
OCTOBER CREDIT CARD FEES									
ACCOUNT TOTAL							14.64	.00	14.64
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
943		06/21	AP	11/16/20	0395186	DEMCO, INC	10,580.00		12/08/20
AMH EQUIP.MAINT.RENEW.1YR						12/19/20-12/18/2021			
ACCOUNT TOTAL							10,580.00	.00	10,580.00
101-1199-421.31-11 HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS									
995		06/21	AP	10/03/20	0395246	KELLEY, GARY	500.00		12/16/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1199-421.31-11 HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS						continued			
RMB: ARTWORK SOLD									
ACCOUNT TOTAL							500.00	.00	500.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
825		05/21	AP	11/02/20	0005319	PROFESSIONAL SOLUTIONS	8.73		12/04/20
OCTOBER CREDIT CARD FEES									
ACCOUNT TOTAL							8.73	.00	8.73
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
967		06/21	AP	12/08/20	0395194	FEREDAY HEATING COMPANY	390.00		12/10/20
REFUND-MECHANICAL PERMITS									
943		06/21	AP	12/07/20	0395189	NEWTON ELECTRIC	105.00		12/08/20
REFUND-ELECTRICAL PERMIT									
CHARGED TWICE									
ACCOUNT TOTAL							495.00	.00	495.00
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	469.06		12/04/20
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							469.06	.00	469.06
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
825		05/21	AP	11/02/20	0005326	PROFESSIONAL SOLUTIONS	729.73		12/04/20
OCTOBER CREDIT CARD FEES									
825		05/21	AP	11/02/20	0005328	PROFESSIONAL SOLUTIONS	103.28		12/04/20
OCTOBER CREDIT CARD FEES									
825		05/21	AP	11/02/20	0005331	PROFESSIONAL SOLUTIONS	564.76		12/04/20
OCTOBER CREDIT CARD FEES									
ACCOUNT TOTAL							1,397.77	.00	1,397.77
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
825		05/21	AP	11/19/20	0005314	IOWA DEPT.OF REVENUE	268.72		12/04/20
SEMI MONTHLY SALES TAX									
825		05/21	AP	11/06/20	0005313	IOWA DEPT.OF REVENUE	793.22		12/04/20
SEMI MONTHLY SALES TAX									
RECREATION									
ACCOUNT TOTAL							1,061.94	.00	1,061.94
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued					
825		05/21 AP		11/05/20	0005300	COMMUNITY BANKERS MERCHANT SV	42.27			12/04/20	
		OCTOBER CREDIT CARD FEES									
825		05/21 AP		11/05/20	0005334	VANTIV INTEGRATED PAYMENT SOL	50.00			12/04/20	
		GATEWAY FEES 10/01-10/31/20									
825		05/21 AP		11/02/20	0005329	PROFESSIONAL SOLUTIONS	6.95			12/04/20	
		OCTOBER CREDIT CARD FEES									
825		05/21 AP		11/02/20	0005330	PROFESSIONAL SOLUTIONS	255.06			12/04/20	
		OCTOBER CREDIT CARD FEES									
		ACCOUNT TOTAL						354.28	.00		354.28
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES											
995		06/21 AP		11/20/20	0395259	PETTY CASH	15.00			12/16/20	
		RMB:DECALS FOR WORKSHOPS									
		ACCOUNT TOTAL						15.00	.00		15.00
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE											
995		06/21 AP		12/04/20	0395259	PETTY CASH	4.40			12/16/20	
		RMB:POSTAGE DUE									
995		06/21 AP		12/01/20	0395259	PETTY CASH	3.30			12/16/20	
		RMB:POSTAGE DUE									
995		06/21 AP		08/22/20	0395259	PETTY CASH	.62			12/16/20	
		RMB:POSTAGE DUE									
995		06/21 AP		08/18/20	0395259	PETTY CASH	1.24			12/16/20	
		RMB:POSTAGE DUE									
		ACCOUNT TOTAL						9.56	.00		9.56
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
825		05/21 AP		11/05/20	0005300	COMMUNITY BANKERS MERCHANT SV	15.11			12/04/20	
		OCTOBER CREDIT CARD FEES									
825		05/21 AP		11/02/20	0005322	PROFESSIONAL SOLUTIONS	46.63			12/04/20	
		OCTOBER CREDIT CARD FEES									
		ACCOUNT TOTAL						61.74	.00		61.74
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
825		05/21 AP		11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	6.06			12/04/20	
		HEALTH INS. REIMBURSEMENT									
825		05/21 AP		11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	262.68			12/04/20	
		HEALTH INS. REIMBURSEMENT									
		ACCOUNT TOTAL						268.74	.00		268.74

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.85-01 UTILITIES / UTILITIES										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	2,174.62			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	2,174.62	.00	2,174.62	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
825		05/21 AP		11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	8.45			12/04/20
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	8.45	.00	8.45	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	65.65			12/08/20
						UTILITIES THRU 11/10/20				
825		05/21 AP		11/02/20	0005318	PROFESSIONAL SOLUTIONS	12.01			12/04/20
						OCTOBER CREDIT CARD FEES				
						ACCOUNT TOTAL	77.66	.00	77.66	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
977		06/21 AP		12/03/20	0395214	SCHREIBER, KURT	175.00			12/14/20
						RMB:OPT.EQUIP.-TACT.LIGHT				
						AMAZON.COM				
977		06/21 AP		10/21/20	0395198	ABBOTT, MARISSA	42.49			12/14/20
						RMB:OPT.EQUIP.-HOLSTER				
						BRAVO CONCEALMENT				
						ACCOUNT TOTAL	217.49	.00	217.49	
101-5521-415.85-01 UTILITIES / UTILITIES										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	1,889.70			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	1,889.70	.00	1,889.70	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	107.15			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	107.15	.00	107.15	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
977		06/21 AP		12/08/20	0395203	BROWN, DANIEL	47.08			12/14/20
						RMB:UNIFORM ALLOWANCE				
						SCHEELS				
977		06/21 AP		12/02/20	0395216	YATES, KELLI	217.30			12/14/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued				
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS				
977		06/21 AP 11/28/20 0395206				HELGESON, BROOKE	235.98			12/14/20
		RMB:UNIFORM ALLOWANCE				INTERSPORT GROUP, INC.				
977		06/21 AP 11/25/20 0395202				BERTE, CRAIG	140.16			12/14/20
		RMB:UNIFORM ALLOWANCE				SCHEELS				
977		06/21 AP 11/24/20 0395200				BALTES, THOMAS	185.20			12/14/20
		RMB:UNIFORM ALLOWANCE				NIKE.COM				
977		06/21 AP 11/07/20 0395207				KRUEGER, MATT	217.30			12/14/20
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS				
977		06/21 AP 11/04/20 0395209				MANTERNACH, KYLE	217.30			12/14/20
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS				
977		06/21 AP 11/02/20 0395213				REIMERS, LIESEL	217.30			12/14/20
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS				
977		06/21 AP 10/30/20 0395201				BECKNER, MARTIN	17.10			12/14/20
		RMB:UNIFORM ALLOWANCE				MENARDS				
977		06/21 AP 10/29/20 0395198				ABBOTT, MARISSA	77.03			12/14/20
		RMB:UNIFORM ALLOWANCE				5.11 TACTICAL				
977		06/21 AP 10/28/20 0395216				YATES, KELLI	77.03			12/14/20
		RMB:UNIFORM ALLOWANCE				5.11 TACTICAL				
977		06/21 AP 10/28/20 0395205				COPP, CHRIS	77.03			12/14/20
		RMB:UNIFORM ALLOWANCE				5.11 TACTICAL				
977		06/21 AP 10/26/20 0395212				O'NEILL, DENNIS	74.77			12/14/20
		RMB:UNIFORM ALLOWANCE				BLAIN'S FARM & FLEET				
977		06/21 AP 10/10/20 0395204				BURKHARDT, KATIE	13.26			12/14/20
		RMB:UNIFORM ALLOWANCE				UNDER ARMOUR				
977		06/21 AP 09/10/20 0395210				MARCOTTE, MIKE	525.00			12/14/20
		RMB:UNIFORM ALLOWANCE				PALACE CLOTHIERS				
		ACCOUNT TOTAL					2,338.84	0.00		2,338.84
101-6613-433.85-01 UTILITIES / UTILITIES										
943		06/21 AP 11/10/20 0395184				CEDAR FALLS UTILITIES	282.04			12/08/20
		UTILITIES THRU 11/10/20								
		ACCOUNT TOTAL					282.04	0.00		282.04
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
825		05/21 AP 11/18/20 0005296				ADVANTAGE ADMIN-SECT.105	185.65			12/04/20
		HEALTH INS. REIMBURSEMENT								
825		05/21 AP 11/18/20 0005296				ADVANTAGE ADMIN-SECT.105	112.65			12/04/20
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL					298.30	0.00		298.30
101-6616-446.85-01 UTILITIES / UTILITIES										
943		06/21 AP 11/10/20 0395184				CEDAR FALLS UTILITIES	758.26			12/08/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.85-01 UTILITIES / UTILITIES						continued			
UTILITIES THRU 11/10/20									
ACCOUNT TOTAL							758.26	.00	758.26
101-6623-423.85-01 UTILITIES / UTILITIES									
943		06/21	AP	11/10/20	0395184	CEDAR FALLS UTILITIES	308.50		12/08/20
UTILITIES THRU 11/10/20									
ACCOUNT TOTAL							308.50	.00	308.50
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	38.60		12/04/20
HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	143.60		12/04/20
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							182.20	.00	182.20
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
967		06/21	AP	12/01/20	0395192	CENTURYLINK	59.03		12/10/20
CEDAR RIVER GAUGE-NOV'20									
ACCOUNT TOTAL							59.03	.00	59.03
101-6633-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	59.31		12/04/20
HEALTH INS. REIMBURSEMENT									
825		05/21	AP	11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	37.50		12/04/20
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							96.81	.00	96.81
101-6633-423.85-01 UTILITIES / UTILITIES									
943		06/21	AP	11/10/20	0395184	CEDAR FALLS UTILITIES	651.58		12/08/20
UTILITIES THRU 11/10/20									
ACCOUNT TOTAL							651.58	.00	651.58
FUND TOTAL							27,309.20	.00	27,309.20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
825		05/21	AP	11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	54.25		12/04/20
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							54.25	.00	54.25
206-6637-436.85-01 UTILITIES / UTILITIES									
943		06/21	AP	11/10/20	0395184	CEDAR FALLS UTILITIES	2,029.35		12/08/20
						UTILITIES THRU 11/10/20			
ACCOUNT TOTAL							2,029.35	.00	2,029.35
206-6647-436.85-01 UTILITIES / UTILITIES									
943		06/21	AP	11/10/20	0395184	CEDAR FALLS UTILITIES	1,994.14		12/08/20
						UTILITIES THRU 11/10/20			
ACCOUNT TOTAL							1,994.14	.00	1,994.14
FUND TOTAL							4,077.74	.00	4,077.74
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61						MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED			
977		06/21	AP	12/01/20	0037239	LARSEN RENTALS LLC	507.00		12/14/20
						DEC.HAP PMT.-JADELL BOYD NEW PORT IN-REC'D LATE			
ACCOUNT TOTAL							507.00	.00	507.00
FUND TOTAL							507.00	.00	507.00
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.88-07						OUTSIDE AGENCIES / PATHWAYS BEHAVIORAL SERV.			
943		06/21	AP	10/14/20	0004606	PATHWAYS BEHAVIORAL SERVICES	5,708.00		12/08/20
						CDBG 1ST QTR. FY21			
ACCOUNT TOTAL							5,708.00	.00	5,708.00
FUND TOTAL							5,708.00	.00	5,708.00

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										
254-1088-431.64-02		INSURANCE / HEALTH			INS. REIMBURSEMENT					
825		05/21 AP		11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	.30			12/04/20
		HEALTH INS. REIMBURSEMENT								
825		05/21 AP		11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	17.42			12/04/20
		HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL							17.72	.00		17.72
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
977		06/21 AP		12/11/20	0395208	LONGNECKER, JEREMIAH	180.00			12/14/20
		CF BOYS BB-WATERLOO EAST ANNOUNCER								
PROJECT#:		759								
977		06/21 AP		12/11/20	0395215	SIMPSON, MARK	180.00			12/14/20
		CF BOYS BB-WATERLOO EAST ANNOUNCER								
PROJECT#:		759								
967		06/21 AP		12/08/20	0395196	SIMPSON, MARK	120.00			12/10/20
		CF GIRLS BB-DBQ HEMPSTEAD ANNOUNCER								
PROJECT#:		759								
967		06/21 AP		12/08/20	0395195	LONGNECKER, JEREMIAH	100.00			12/10/20
		CF GIRLS BB-DBQ HEMPSTEAD ANNOUNCER								
PROJECT#:		759								
967		06/21 AP		12/08/20	0395193	DEWITT, JASON	85.00			12/10/20
		CF GIRLS BB-DBQ HEMPSTEAD CAMERA OPERATOR								
PROJECT#:		759								
967		06/21 AP		12/08/20	0395191	BENSON, ERIC	85.00			12/10/20
		CF GIRLS BB-DBQ HEMPSTEAD CAMERA OPERATOR								
PROJECT#:		759								
967		06/21 AP		12/08/20	0395197	STOW, CHRISTIAN	85.00			12/10/20
		CF GIRLS BB-DBQ HEMPSTEAD CAMERA OPERATOR								
PROJECT#:		759								
967		06/21 AP		12/07/20	0395195	LONGNECKER, JEREMIAH	180.00			12/10/20
		METRO WRESTLING ANNOUNCER								
PROJECT#:		759								
967		06/21 AP		12/07/20	0395196	SIMPSON, MARK	180.00			12/10/20
		METRO WRESTLING ANNOUNCER								
PROJECT#:		759								
ACCOUNT TOTAL							1,195.00	.00		1,195.00
FUND TOTAL							1,212.72	.00		1,212.72

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
995		06/21 AP		12/14/20	0395227	DEBRA KROLL	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395247	KELSIE KUNKLE	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395233	ISAAC FLOSS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395260	RANEE MOREHOUSE	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395254	MORGAN SCHROEDER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395245	KASSIDEE STEVENS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395234	JACOB MEADE	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395239	JOLEEN VIETH	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395225	COLIN JACOBS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395253	MICHAEL KUKRAL	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395231	ELVIN JOHNSON	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395237	JENNIFER KING	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395268	WALTER PETERSEN	74.52			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395243	KARAN FLANSCHA	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395252	MERLYN LAUBER	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395251	MAUREEN PRUISNER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395241	JUSTEEN HILL	74.52			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395249	LYNN KIMBLE	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395230	DREW YEAGER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395240	JON LAITY	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395238	JEREMY ABELS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395264	TINA STONER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395242	KAMIE ROSKE	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395250	MACKENZIE ST. GERMAIN	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP		12/14/20	0395269	WILL MCGRAW	24.84			12/16/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES continued									
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395221				BROOKE ALEXANDER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395228				DENISE GIBBS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395226				DAWN WILSON	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395265				TONY TOMLYANOVICH	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395257				PATRICK GALLES	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395219				BARB ENGEL	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395258				PAUL DEMRO	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395262				STEPHANIE WALLSTEADT	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395244				KAREN LAMER	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395235				JACOB STITES	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395248				KRISTIN MICHEL	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395229				DON BLAU	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395236				JACQUE FRINK	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395220				BLAISE THURM	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395224				CHRIS MARCHESE	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395256				PAIGE GRANT	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395222				CASEY CLUBB	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395255				OLIVIA FAIN	49.68			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395232				EMILY GLAZA	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395266				TREY THOMAS	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
995		06/21 AP 12/14/20 0395261				SPENCER FEINBERG	24.84			12/16/20
		RMB:PRO-RATED DEC.PARKING				PERMITS				
825		05/21 AP 11/02/20 0005323				PROFESSIONAL SOLUTIONS	112.57			12/04/20
		OCTOBER CREDIT CARD FEES								
825		05/21 AP 11/02/20 0005324				PROFESSIONAL SOLUTIONS	6.95			12/04/20
		OCTOBER CREDIT CARD FEES								
825		05/21 AP 11/02/20 0005325				PROFESSIONAL SOLUTIONS	397.01			12/04/20
		OCTOBER CREDIT CARD FEES								

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
825		05/21	AP	11/02/20	0005319	PROFESSIONAL SOLUTIONS	51.12		12/04/20
						OCTOBER CREDIT CARD FEES			
						ACCOUNT TOTAL	2,008.37	.00	2,008.37
						FUND TOTAL	2,008.37	.00	2,008.37
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
825		05/21	AP	11/02/20	0005320	PROFESSIONAL SOLUTIONS	15.24		12/04/20
						OCTOBER CREDIT CARD FEES			
						ACCOUNT TOTAL	15.24	.00	15.24
261-2291-423.85-01 UTILITIES / UTILITIES									
943		06/21	AP	11/10/20	0395184	CEDAR FALLS UTILITIES	754.07		12/08/20
						UTILITIES THRU 11/10/20			
						ACCOUNT TOTAL	754.07	.00	754.07
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
825		05/21	AP	11/06/20	0005313	IOWA DEPT.OF REVENUE	20.41		12/04/20
						SEMI MONTHLY SALES TAX VISITOR & TOURISM			
						ACCOUNT TOTAL	20.41	.00	20.41
						FUND TOTAL	789.72	.00	789.72
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
825		05/21	AP	11/13/20	0005302	EMC RISK SERVICES, LLC	675.00		12/04/20
						WORKERS COMP-POLICE ADMIN			
825		05/21	AP	11/13/20	0005302	EMC RISK SERVICES, LLC	895.66		12/04/20
						WORKERS COMP-POLICE CLAIM			
						ACCOUNT TOTAL	1,570.66	.00	1,570.66
						FUND TOTAL	1,570.66	.00	1,570.66

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PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 06/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP										
825		05/21 AP		11/13/20	0005302	EMC RISK SERVICES, LLC WORKERS COMP-FIRE CLAIM	1,524.44			12/04/20
ACCOUNT TOTAL							1,524.44	.00	1,524.44	
FUND TOTAL							1,524.44	.00	1,524.44	
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 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										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE										
825		05/21 AP		11/06/20	0005313	IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX	276.78			12/04/20
ACCOUNT TOTAL							276.78	.00	276.78	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
943		06/21 AP		12/07/20	0395188	MARIA WORTHAM	35.00			12/08/20
						REFUND CONTAINER DUMP.FEE				
825		05/21 AP		11/02/20	0005327	PROFESSIONAL SOLUTIONS	414.32			12/04/20
						OCTOBER CREDIT CARD FEES				
825		05/21 AP		11/02/20	0005319	PROFESSIONAL SOLUTIONS	30.18			12/04/20
						OCTOBER CREDIT CARD FEES				
						ACCOUNT TOTAL	479.50	0.00	479.50	
551-6685-436.85-01 UTILITIES / UTILITIES										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	2,029.35			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	2,029.35	0.00	2,029.35	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	5,860.00			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	5,860.00	0.00	5,860.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
943		06/21 AP		11/30/20	0395183	BLACK HAWK CO.LANDFILL	18,642.40			12/08/20
						LANDFILL SRV:11/16-11/30				11/16-11/30/20
						ACCOUNT TOTAL	18,642.40	0.00	18,642.40	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
825		05/21 AP		11/19/20	0005314	IOWA DEPT.OF REVENUE	74.31			12/04/20
						SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE
825		05/21 AP		11/06/20	0005313	IOWA DEPT.OF REVENUE	74.84			12/04/20
						SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE
						ACCOUNT TOTAL	149.15	0.00	149.15	
						FUND TOTAL	27,437.18	0.00	27,437.18	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01						UTILITIES / UTILITIES				
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	3,326.85			12/08/20
						UTILITIES THRU 11/10/20				
						ACCOUNT TOTAL	3,326.85	0.00	3,326.85	

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 552 SEWER RENTAL FUND									
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
825		05/21 AP		11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	381.31		12/04/20
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							381.31	.00	381.31
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
977		06/21 AP		10/01/20	0395211	O'DONNELL ACE HARDWARE	16.69		12/14/20
						BATTERIES RE-ISSUE CK#135521			
977		06/21 AP		09/11/20	0395211	O'DONNELL ACE HARDWARE	15.38		12/14/20
						ANTI SEIZE RE-ISSUE CK#135521			
ACCOUNT TOTAL							32.07	.00	32.07
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
977		06/21 AP		08/25/20	0395211	O'DONNELL ACE HARDWARE	20.99		12/14/20
						SUPPLY LINE-LIFT STATION RE-ISSUE CK#135521			
ACCOUNT TOTAL							20.99	.00	20.99
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
943		06/21 AP		11/30/20	0395183	BLACK HAWK CO.LANDFILL	43.52		12/08/20
						LANDFILL SRV:11/16-11/30 11/16-11/30/20			
ACCOUNT TOTAL							43.52	.00	43.52
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	5,860.00		12/08/20
						UTILITIES THRU 11/10/20			
ACCOUNT TOTAL							5,860.00	.00	5,860.00
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
825		05/21 AP		11/19/20	0005314	IOWA DEPT.OF REVENUE	1,491.04		12/04/20
						SEMI MONTHLY SALES TAX COMMERCIAL SEWER			
825		05/21 AP		11/06/20	0005313	IOWA DEPT.OF REVENUE	7,032.57		12/04/20
						SEMI MONTHLY SALES TAX COMMERCIAL SEWER			
ACCOUNT TOTAL							8,523.61	.00	8,523.61
FUND TOTAL							18,188.35	.00	18,188.35

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
825		05/21 AP		11/25/20	0005297	ADVANTAGE ADMIN-SECT.105	29.90		12/04/20
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							29.90	.00	29.90
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
943		06/21 AP		11/10/20	0395184	CEDAR FALLS UTILITIES	5,860.00		12/08/20
						UTILITIES THRU 11/10/20			
ACCOUNT TOTAL							5,860.00	.00	5,860.00
FUND TOTAL							5,889.90	.00	5,889.90
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
825		05/21 AP		11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	215.03		12/04/20
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							215.03	.00	215.03
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
995		06/21 AP		12/10/20	0395223	CEDAR FALLS UTILITIES	15.00		12/16/20
						LIBRARY DOMAIN NAME			STATIC IP ADDRESS
ACCOUNT TOTAL							15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
995		06/21 AP		12/06/20	0395267	U.S. CELLULAR	80.37		12/16/20
						CELL PHONE:12/6/20-1/5/21			
943		06/21 AP		12/01/20	0395185	CENTURYLINK	53.85		12/08/20
						CITY PHONE SERV.-DEC'20			
943		06/21 AP		12/01/20	0395185	CENTURYLINK	68.88		12/08/20
						CITY PHONE SERV.-DEC'20			
ACCOUNT TOTAL							203.10	.00	203.10
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
995		06/21 AP		12/10/20	0395223	CEDAR FALLS UTILITIES	3,320.00		12/16/20
						FIBER POINT:11/11-12/10			11/11-12/10/20
ACCOUNT TOTAL							3,320.00	.00	3,320.00

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
FUND TOTAL							3,753.13	0.00	3,753.13
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
825		05/21 AP		11/30/20	0005307	EXPRESS SCRIPTS, INC.	15,572.23		12/04/20
		RX CLAIMS PROCESSING							
825		05/21 AP		11/30/20	0005339	WELLMARK IOWA	750,336.17		12/04/20
		HEALTH CLAIMS PROCESSING							
825		05/21 AP		11/23/20	0005306	EXPRESS SCRIPTS, INC.	12,096.96		12/04/20
		RX CLAIMS PROCESSING							
825		05/21 AP		11/20/20	0005338	WELLMARK IOWA	34,463.52		12/04/20
		HEALTH CLAIMS PROCESSING							
825		05/21 AP		11/18/20	0005296	ADVANTAGE ADMIN-SECT.105	29.08		12/04/20
		HEALTH INS. REIMBURSEMENT							
825		05/21 AP		11/16/20	0005305	EXPRESS SCRIPTS, INC.	21,935.00		12/04/20
		RX CLAIMS PROCESSING							
825		05/21 AP		11/13/20	0005337	WELLMARK IOWA	48,631.11		12/04/20
		HEALTH CLAIMS PROCESSING							
825		05/21 AP		11/09/20	0005304	EXPRESS SCRIPTS, INC.	35,603.96		12/04/20
		RX CLAIMS PROCESSING							
825		05/21 AP		11/02/20	0005303	EXPRESS SCRIPTS, INC.	10,115.17		12/04/20
		RX CLAIMS PROCESSING							
ACCOUNT TOTAL							928,783.20	0.00	928,783.20
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
825		05/21 AP		11/02/20	0005301	DELTA DENTAL OF IOWA	7,028.30		12/04/20
		NOVEMBER 2020 DENTAL							
ACCOUNT TOTAL							7,028.30	0.00	7,028.30
FUND TOTAL							935,811.50	0.00	935,811.50
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
977		06/21 AP		12/11/20	0395199	ANDERSON, ALETA L.	144.60		12/14/20
		RMB:NOV. 2020 HEALTH SEV.		MEDICARE-ALETA					
977		06/21 AP		12/11/20	0395199	ANDERSON, ALETA L.	144.60		12/14/20
		RMB:NOV. 2020 HEALTH SEV.		MEDICARE-RICHARD					
943		06/21 AP		12/07/20	0395190	REGENOLD, SHARON K.	214.34		12/08/20
		RMB:OCT. 2020 HEALTH SEV.							
ACCOUNT TOTAL							503.54	0.00	503.54
FUND TOTAL							503.54	0.00	503.54

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
825		05/21 AP		11/23/20	0005333	UNITED STATES TREASURY	65,537.91			12/04/20
						FEDERAL WITHHOLDING TAX		11/20/20 PAYROLL		
825		05/21 AP		11/09/20	0005332	UNITED STATES TREASURY	71,324.14			12/04/20
						FEDERAL WITHHOLDING TAX		11/06/20 PAYROLL		
ACCOUNT TOTAL							136,862.05	0.00	136,862.05	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
825		05/21 AP		11/23/20	0005315	IOWA DEPT.OF REVENUE	28,941.50			12/04/20
						STATE WITHHOLDING TAX		11/20/20 PAYROLL		
825		05/21 AP		11/09/20	0005316	IOWA DEPT.OF REVENUE	30,224.79			12/04/20
						STATE WITHHOLDING TAX		11/06/20 PAYROLL		
ACCOUNT TOTAL							59,166.29	0.00	59,166.29	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
825		05/21 AP		11/23/20	0005333	UNITED STATES TREASURY	70,903.74			12/04/20
						SS & MQGE/MEDICARE TAX		11/20/20 PAYROLL		
825		05/21 AP		11/09/20	0005332	UNITED STATES TREASURY	71,753.94			12/04/20
						SS & MQGE/MEDICARE TAX		11/06/20 PAYROLL		
ACCOUNT TOTAL							142,657.68	0.00	142,657.68	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
825		05/21 AP		11/24/20	0005312	I.P.E.R.S.	136,312.86			12/04/20
						IPERS NOVEMBER 2020				
ACCOUNT TOTAL							136,312.86	0.00	136,312.86	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
998		06/21 AP		12/16/20	0395217	ADVANTAGE ADMINISTRATORS	5,948.77			12/16/20
						CAFETERIA PLAN:12/18/20				
998		06/21 AP		12/16/20	0395263	TEAMSTERS LOCAL #238	4,155.72			12/16/20
						UNION DUES-DECEMBER 2020				
825		05/21 AP		11/23/20	0005299	COLLECTION SERVICES CENTER	1,012.90			12/04/20
						CHILD SUPPORT PAYMENTS		11/20/20 PAYROLL		
825		05/21 AP		11/18/20	0005336	VOYA FINANCIAL	9,651.66			12/04/20
						EMPLOYEE 457 CONTRIBUTION		11/20/20 PAYROLL		
825		05/21 AP		11/09/20	0005298	COLLECTION SERVICES CENTER	1,012.90			12/04/20
						CHILD SUPPORT PAYMENTS		11/06/20 PAYROLL		
825		05/21 AP		11/04/20	0005335	VOYA FINANCIAL	9,651.66			12/04/20
						EMPLOYEE 457 CONTRIBUTION		11/06/20 PAYROLL		
ACCOUNT TOTAL							31,433.61	0.00	31,433.61	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.14-00						PAYROLL LIABILITY / POLICE & FIRE RETIREMENT				
825		05/21 AP		11/24/20	0005317	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	152,153.28			12/04/20
						ACCOUNT TOTAL	152,153.28	.00	152,153.28	
						FUND TOTAL	658,585.77	.00	658,585.77	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE				
825		05/21 AP		11/13/20	0005302	EMC RISK SERVICES, LLC WORKERS COMP CLAIM	11,747.75			12/04/20
						ACCOUNT TOTAL	11,747.75	.00	11,747.75	
						FUND TOTAL	11,747.75	.00	11,747.75	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03						INSURANCE / LTD INSURANCE				
923		06/21 AP		12/01/20	0395181	MADISON NATIONAL LIFE INS.CO. LTD - DECEMBER 2020	3,960.68			12/04/20
						ACCOUNT TOTAL	3,960.68	.00	3,960.68	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
923		06/21 AP		12/01/20	0395182	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-DEC'20	3,486.67			12/04/20
						ACCOUNT TOTAL	3,486.67	.00	3,486.67	
						FUND TOTAL	7,447.35	.00	7,447.35	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE				
825		05/21 AP		11/13/20	0005302	EMC RISK SERVICES, LLC LIABILITY ADMIN FEES	980.00			12/04/20
825		05/21 AP		11/13/20	0005302	EMC RISK SERVICES, LLC LIABILITY CLAIM	13,671.15			12/04/20
						ACCOUNT TOTAL	14,651.15	.00	14,651.15	
						FUND TOTAL	14,651.15	.00	14,651.15	

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GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 724	TRUST & AGENCY								
FUND 727	GREENWOOD CEMETERY P-CARE								
FUND 728	FAIRVIEW CEMETERY P-CARE								
FUND 729	HILLSIDE CEMETERY P-CARE								
FUND 790	FLOOD LEVY								
GRAND TOTAL							1,728,723.47	0.00	1,728,723.47

Council Invoices for Council Meeting 12/21/20

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
969		06/21	AP	11/19/20	00000000	STOREY KENWORTHY	4.84			12/17/20	
		PAPER, POST-ITS									
969		06/21	AP	11/19/20	00000000	STOREY KENWORTHY	20.03			12/17/20	
		COPY PAPER									
961		06/21	AP	11/10/20	00000000	STOREY KENWORTHY	20.36			12/17/20	
		CALENDAR REFILLS									
969		06/21	AP	11/09/20	00000000	STOREY KENWORTHY	.97			12/17/20	
		RUBBER BANDS, POST-ITS									
969		06/21	AP	11/03/20	00000000	STOREY KENWORTHY	4.52			12/17/20	
		CORR. TAPE, TABS, POST-ITS, DISH SOAP, LETTER OPENER									
969		06/21	AP	11/03/20	00000000	STOREY KENWORTHY	15.03			12/17/20	
		COPY PAPER									
		ACCOUNT TOTAL						65.75	.00		65.75
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
987		06/21	AP	11/21/20	00000000	INTERNATL. INST. MUNICIPAL CLER	215.00			12/17/20	
		2021 MBR-J DANIELSEN THROUGH 12/31/21									
987		06/21	AP	11/21/20	00000000	INTERNATL. INST. MUNICIPAL CLER	110.00			12/17/20	
		2021 MBR-K KERR THROUGH 12/31/21									
		ACCOUNT TOTAL						325.00	.00		325.00
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
926		06/21	AP	10/26/20	0135940	US BANK	13.86			12/08/20	
		HOLIDAY INN DES MOINES MEAL: IMFOA CONF-DANIELSEN									
		ACCOUNT TOTAL						13.86	.00		13.86
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
988		06/21	AP	12/07/20	00000000	SHRED-IT USA	48.95			12/17/20	
		ON-SITE DOC. DESTRUCTION TICKET #8064103121									
		ACCOUNT TOTAL						48.95	.00		48.95
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
969		06/21	AP	11/19/20	00000000	STOREY KENWORTHY	1.21			12/17/20	
		PAPER, POST-ITS									
969		06/21	AP	11/19/20	00000000	STOREY KENWORTHY	3.57			12/17/20	
		COPY PAPER									
969		06/21	AP	11/09/20	00000000	STOREY KENWORTHY	.24			12/17/20	
		RUBBER BANDS, POST-ITS									
969		06/21	AP	11/03/20	00000000	STOREY KENWORTHY	1.13			12/17/20	
		CORR. TAPE, TABS, POST-ITS, DISH SOAP, LETTER OPENER									
969		06/21	AP	11/03/20	00000000	STOREY KENWORTHY	2.68			12/17/20	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued									
COPY PAPER									
ACCOUNT TOTAL							8.83	.00	8.83
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
926		06/21 AP		11/16/20	0135940	US BANK	25.00		12/08/20
IOWA LEAGUE OF CITIES REG:BUDGET WKSHP-RODENBEC									
926		06/21 AP		11/13/20	0135940	US BANK	328.00		12/08/20
IOWA SOCIETY OF CPA WEBINAR:RODENBECK 11/23									
926		06/21 AP		11/13/20	0135940	US BANK	279.00		12/08/20
ASSN *ORDER WEBINAR-RODENBECK 12/11									
926		06/21 AP		11/13/20	0135940	US BANK	139.00		12/08/20
SURGENT MCCOY SELF STUDY WEBINAR:RODENBECK 12/3/20									
ACCOUNT TOTAL							771.00	.00	771.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	6.03		12/17/20
PAPER, POST-ITS									
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	48.61		12/17/20
COPY PAPER									
969		06/21 AP		11/09/20	0000000	STOREY KENWORTHY	71.84		12/17/20
RUBBER BANDS, POST-ITS PLANNER, LABELS									
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	5.66		12/17/20
CORR.TAPE,TABS, POST-ITS, DISH SOAP,LETTER OPENER									
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	36.45		12/17/20
COPY PAPER									
ACCOUNT TOTAL							168.59	.00	168.59
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
969		06/21 AP		12/11/20	0000000	CEDAR VALLEY SAVER, INC.	75.00		12/17/20
JOB AD:ENGINEERING TECH DISPLAY AD,WEB AD									
969		06/21 AP		12/11/20	0000000	CEDAR VALLEY SAVER, INC.	75.00		12/17/20
JOB AD:WASTEWATER TECH DISPLAY AD,WEB AD									
987		06/21 AP		11/30/20	0000000	REGISTER MEDIA	339.65		12/17/20
JOB AD:ENGINEER 11/5/20 DIGITAL ADV									
987		06/21 AP		11/30/20	0000000	REGISTER MEDIA	351.00		12/17/20
JOB AD:ENGINEER 11/6/20 DIGITAL ADV									
987		06/21 AP		11/30/20	0000000	REGISTER MEDIA	260.00		12/17/20
JOB AD:PUBLIC SAFETY OFFI 11/21/20 DIGITAL ADV									
987		06/21 AP		11/30/20	0000000	REGISTER MEDIA	930.65		12/17/20
JOB AD:PUBLIC SAFETY OFFI 11/24/20 DIGITAL ADV									
987		06/21 AP		11/30/20	0000000	REGISTER MEDIA	208.35		12/17/20
JOB AD:ENGINEER 11/6-11/15/20 PKG ADV									
ACCOUNT TOTAL							2,239.65	.00	2,239.65

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.81-56	969	06/21 AP		12/07/20	0000000	PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	18.94			12/17/20
ACCOUNT TOTAL							18.94	.00	18.94	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
101-1028-441.83-04	969	06/21 AP		12/10/20	0000000	2021 MEMBERSHIP-K AGUIAR CEDAR VALLEY SHRM	100.00			12/17/20
101-1028-441.83-04	926	06/21 AP		11/20/20	0135940	US BANK PAYPAL *CEDARVALLEY MEMBERSHIP RENEW-BALVANZ	80.00			12/08/20
ACCOUNT TOTAL							180.00	.00	180.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
101-1028-441.83-06	926	06/21 AP		10/22/20	0135940	US BANK IOWA LEAGUE OF CITIES BUDGET WEBINAR:P KOCKLER	25.00			12/08/20
ACCOUNT TOTAL							25.00	.00	25.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
101-1048-441.71-01	969	06/21 AP		11/19/20	0000000	STOREY KENWORTHY PAPER, POST-ITS	.40			12/17/20
101-1048-441.71-01	969	06/21 AP		11/19/20	0000000	STOREY KENWORTHY COPY PAPER	3.57			12/17/20
101-1048-441.71-01	969	06/21 AP		11/09/20	0000000	STOREY KENWORTHY RUBBER BANDS, POST-ITS	.08			12/17/20
101-1048-441.71-01	969	06/21 AP		11/03/20	0000000	STOREY KENWORTHY CORR.TAPE,TABS, POST-ITS, DISH SOAP,LETTER OPENER	.38			12/17/20
101-1048-441.71-01	969	06/21 AP		11/03/20	0000000	STOREY KENWORTHY COPY PAPER	2.68			12/17/20
ACCOUNT TOTAL							7.11	.00	7.11	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
101-1048-441.72-11	969	06/21 AP		12/01/20	0000000	THOMSON REUTERS - WEST WESTLAW INFORMATION 11/1/20-11/30/20	601.07			12/17/20
ACCOUNT TOTAL							601.07	.00	601.07	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
101-1048-441.81-29	987	06/21 AP		12/01/20	0000000	REDFERN, MASON, LARSEN & MOORE, LGL:GENERAL MATTERS 11/20/20	220.00			12/17/20
101-1048-441.81-29	946	06/21 AP		12/01/20	0000000	REDFERN, MASON, LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD 11/02/20-11/27/20	1,016.50			12/17/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued			
PROJECT#: 023006									
987		06/21 AP		11/30/20	00000000 AHLERS AND COONEY, P.C.	432.00			12/17/20
					LGL:INJUCT.&DECLAR.RELIEF 10/22/20-11/12/20				
ACCOUNT TOTAL						1,668.50	.00	1,668.50	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
927		06/21 AP		11/19/20	0135940 US BANK	14.75			12/08/20
					AMAZON.COM*1B2AU0AR3 ENERGIZER D BATTERIES				
927		06/21 AP		11/19/20	0135940 US BANK	6.90			12/08/20
					AMZN MKTP US*OH19N7W03 ENERGIZER 9V BATTERIES				
927		06/21 AP		11/03/20	0135940 US BANK	9.92			12/08/20
					AMAZON.COM*288JN5GL1 AMZN REPLACEMNT BLADES 4CUTTER				
927		06/21 AP		10/23/20	0135940 US BANK	19.99			12/08/20
					AMAZON.COM*2T8XZ2D81 8" SCISSORS 3-PACK				
ACCOUNT TOTAL						51.56	.00	51.56	
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING									
927		06/21 AP		11/03/20	0135940 US BANK	49.49			12/08/20
					VISTAPR*VISTAPRINT.COM SIGNAGE FOR WINDOWS				
927		06/21 AP		11/03/20	0135940 US BANK	117.67			12/08/20
					VISTAPR*VISTAPRINT.COM SIGNAGE FOR WINDOWS				
ACCOUNT TOTAL						167.16	.00	167.16	
101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY									
927		06/21 AP		10/23/20	0135940 US BANK	101.99			12/08/20
					VISTAPR*VISTAPRINT.COM WINDOW SIGNS				
ACCOUNT TOTAL						101.99	.00	101.99	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
927		06/21 AP		11/12/20	0135940 US BANK	70.00			12/08/20
					INT*QUICKBOOKS ONLINE QUICKBOOKS MONTHLY SUB.				
ACCOUNT TOTAL						70.00	.00	70.00	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
927		06/21 AP		11/18/20	0135940 US BANK	59.00			12/08/20
					AMERLIBASSOC ECOMMERCE SENIOR SERVICES WEBINAR				
927		06/21 AP		11/18/20	0135940 US BANK	59.00			12/08/20
					AMERLIBASSOC ECOMMERCE SENIOR SERVICES WEBINAR				
ACCOUNT TOTAL						118.00	.00	118.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
927		06/21 AP		11/19/20	0135940	US BANK	7.97		12/08/20
		AMZN MKTP				FOTL:ADULT-POLY ENVELOPES			
927		06/21 AP		11/19/20	0135940	US BANK	29.95		12/08/20
		AMZN MKTP				FOTL:ADULT-COMP. NOTEBOOK			
927		06/21 AP		11/18/20	0135940	US BANK	42.74		12/08/20
		AMAZON.COM*ID3V21413				FOTL:YOUTH-ZIPLOC BAGS			
927		06/21 AP		11/18/20	0135940	US BANK	42.74		12/08/20
		AMAZON.COM*AM35V3WQ3				FOTL:YOUTH-ZIPLOC BAGS			
927		06/21 AP		11/17/20	0135940	US BANK	147.44		12/08/20
		SP * LULU PRESS				FOTL:ADULT-WCV BOOKS			
927		06/21 AP		11/16/20	0135940	US BANK	19.59		12/08/20
		AMZN MKTP				FOTL:COLAB-WRAPPING PAPER			
927		06/21 AP		11/16/20	0135940	US BANK	14.70		12/08/20
		AMZN MKTP				FOTL:COLAB-FOAM DOTS			
927		06/21 AP		11/13/20	0135940	US BANK	19.99		12/08/20
		HOBBY-LOBBY #0135				FOTL:COLAB-CARDS&ENVELOPES			
927		06/21 AP		11/11/20	0135940	US BANK	9.84		12/08/20
		AMAZON.COM*288HA4RJ1				FOTL:COLAB-STORAGE BAGS			
927		06/21 AP		11/10/20	0135940	US BANK	35.98		12/08/20
		AMZN MKTP				FOTL:COLAB-BRUSH PENS			
927		06/21 AP		11/09/20	0135940	US BANK	55.29		12/08/20
		AMZN MKTP				FOTL:COLAB-BUTTONS & PAPER			
927		06/21 AP		11/09/20	0135940	US BANK	17.99		12/08/20
		AMZN MKTP				FOTL:COLAB-BRUSH PENS			
927		06/21 AP		11/09/20	0135940	US BANK	148.36		12/08/20
		AMAZON.COM*2816099I1				FOTL:COLAB-CARD SUPPLIES			
927		06/21 AP		11/09/20	0135940	US BANK	41.97		12/08/20
		AMZN MKTP				FOTL:YA-SHRNKY ART SHEETS			
927		06/21 AP		10/30/20	0135940	US BANK	28.55		12/08/20
		SP * BOOKSHELF SLIMES				FOTL:YOUTH-SLIME			
927		06/21 AP		10/30/20	0135940	US BANK	25.56		12/08/20
		AMAZON.COM*2823F6CE2				FOTL:YOUTH-ENVELOPES			
927		06/21 AP		10/27/20	0135940	US BANK	37.53		12/08/20
		AMZN MKTP				FOTL:YA-COLORED PENCILS &			
927		06/21 AP		10/26/20	0135940	US BANK	9.87		12/08/20
		AMAZON.COM*2T10I68C0				FOTL:LITERACY-ADULT BOOKS			
927		06/21 AP		10/26/20	0135940	US BANK	19.74		12/08/20
		AMAZON.COM*2T63A85P2				FOTL:LITERACY-ADULT BOOKS			
927		06/21 AP		10/22/20	0135940	US BANK	4.99		12/08/20
		AMZN MKTP				FOTL:YOUTH-MINI BRADS			
927		06/21 AP		10/22/20	0135940	US BANK	28.68		12/08/20
		AMAZON.COM*2T45G9MR0				FOTL:YOUTH-CRICUT MATS			
927		06/21 AP		10/21/20	0135940	US BANK	368.99		12/08/20
		SP * LULU PRESS				FOTL:ADULT-WCV BOOKS			
927		06/21 AP		10/21/20	0135940	US BANK	40.97		12/08/20
		AMZN MKTP				FOTL:YA-SHRNKY ART SHEETS			
ACCOUNT TOTAL							1,199.43	.00	1,199.43

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FUND 101 GENERAL FUND										
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.				
927		06/21 AP		11/20/20	0135940	US BANK	36.30			12/08/20
						USPS.COM POSTAL STORE				
						BERG 2 RMB COMM. CENTER				
						ACCOUNT TOTAL	36.30	.00	36.30	
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP				
927		06/21 AP		10/30/20	0135940	US BANK	20.33			12/08/20
						AMZN MKTP US*2898H1N41 AM				
						KNITTING NEDLES, BRUSHES,				
						ACCOUNT TOTAL	20.33	.00	20.33	
101-1061-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
927		06/21 AP		10/27/20	0135940	US BANK	299.00			12/08/20
						PROPAY INC- FEE@PROPAY.CO				
						PROPAY 1-YR RENEWAL				
						ACCOUNT TOTAL	299.00	.00	299.00	
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS				
927		06/21 AP		11/18/20	0135940	US BANK	8.95			12/08/20
						AMAZON.COM*202RN4TP2 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/17/20	0135940	US BANK	21.44			12/08/20
						AMAZON.COM*CC5KQ62K3 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/16/20	0135940	US BANK	58.92			12/08/20
						AMAZON.COM*200YD4CC2 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/16/20	0135940	US BANK	28.20			12/08/20
						AMAZON.COM*2070F8FM2 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/16/20	0135940	US BANK	13.50			12/08/20
						AMAZON.COM*208L52JV1				
						ADULT BOOKS				
927		06/21 AP		11/16/20	0135940	US BANK	26.41			12/08/20
						AMAZON.COM*206XT3JV1				
						ADULT BOOKS				
927		06/21 AP		11/09/20	0135940	US BANK	9.99			12/08/20
						AMAZON.COM*288118BW2 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/04/20	0135940	US BANK	36.08			12/08/20
						AMAZON.COM*2844E4EC2				
						ADULT BOOKS				
927		06/21 AP		11/02/20	0135940	US BANK	13.81			12/08/20
						AMAZON.COM*284CS9TI0 AMZN				
						ADULT BOOKS				
927		06/21 AP		11/02/20	0135940	US BANK	17.99			12/08/20
						AMAZON.COM*282YC9EP1 AMZN				
						ADULT BOOKS				
927		06/21 AP		10/29/20	0135940	US BANK	14.29			12/08/20
						AMAZON.COM*2T14Y6Y00 AMZN				
						ADULT BOOKS				
927		06/21 AP		10/26/20	0135940	US BANK	16.19			12/08/20
						AMAZON.COM*2T97A82D1 AMZN				
						ADULT BOOKS				
927		06/21 AP		10/26/20	0135940	US BANK	10.19			12/08/20
						AMAZON.COM*2T9FY7DR0 AMZN				
						ADULT BOOKS				
927		06/21 AP		10/26/20	0135940	US BANK	32.41			12/08/20
						AMAZON.COM*2T43K6532				
						ADULT BOOKS				

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FUND 101 GENERAL FUND									
101-1061-423.89-20					MISCELLANEOUS SERVICES / ADULT BOOKS				
927		06/21 AP		10/26/20	0135940 US BANK	35.77			12/08/20
		AMZN MKTP		US*2T47D57L1	ADULT BOOKS				
927		06/21 AP		10/26/20	0135940 US BANK	30.11			12/08/20
		AMZN MKTP		US*2T60R97U1	ADULT BOOKS				
927		06/21 AP		10/26/20	0135940 US BANK	16.95			12/08/20
		AMAZON.COM*2T8TM2DT0			ADULT BOOKS				
927		06/21 AP		10/23/20	0135940 US BANK	8.34			12/08/20
		AMZN MKTP		US*2T8N34HZ0 AM	ADULT BOOKS				
		ACCOUNT TOTAL				399.54	0.00	399.54	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
927		06/21 AP		10/21/20	0135940 US BANK	24.99			12/08/20
		AMAZON.COM*2T9BL1HM1			YOUNG ADULT BOOKS				
		ACCOUNT TOTAL				24.99	0.00	24.99	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
927		06/21 AP		10/29/20	0135940 US BANK	17.99			12/08/20
		AMAZON.COM*2T6BB7R22 AMZN			YOUTH BOOKS				
		ACCOUNT TOTAL				17.99	0.00	17.99	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
927		06/21 AP		11/18/20	0135940 US BANK	15.98			12/08/20
		AMAZON.COM*2052N4EQ2			ADULT CD MUSIC				
927		06/21 AP		10/30/20	0135940 US BANK	9.97			12/08/20
		AMAZON.COM*280H75NQ1			ADULT CD MUSIC				
927		06/21 AP		10/26/20	0135940 US BANK	23.98			12/08/20
		AMZN MKTP		US*2T87T72F1 AM	ADULT CD MUSIC				
		ACCOUNT TOTAL				49.93	0.00	49.93	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
927		06/21 AP		11/20/20	0135940 US BANK	10.95			12/08/20
		AMZN MKTP		US*GH1QZ2EW3	ADULT VIDEOS				
927		06/21 AP		11/16/20	0135940 US BANK	43.99			12/08/20
		AMZN MKTP		US*2010K7A81	ADULT VIDEOS				
927		06/21 AP		11/16/20	0135940 US BANK	24.99			12/08/20
		AMZN MKTP		US*208RV8AR1	ADULT VIDEOS				
927		06/21 AP		10/26/20	0135940 US BANK	155.66			12/08/20
		AMZN MKTP		US*2T2413BK2 AM	ADULT VIDEOS				
927		06/21 AP		10/26/20	0135940 US BANK	73.97			12/08/20
		AMZN MKTP		US*2T1UZ0DC0 AM	ADULT VIDEOS				
927		06/21 AP		10/26/20	0135940 US BANK	59.63			12/08/20

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FUND 101 GENERAL FUND										
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued				
						AMZN MKTP US*2T5GI97C1				
927		06/21 AP		10/26/20	0135940	US BANK	7.41			12/08/20
						AMZN MKTP US*2T5793791				
						ADULT VIDEOS				
						ACCOUNT TOTAL	376.60	.00		376.60
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
927		06/21 AP		10/28/20	0135940	US BANK	13.08			12/08/20
						AMAZON.COM*289U04C71				
						YOUTH VIDEOS				
						ACCOUNT TOTAL	13.08	.00		13.08
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
927		06/21 AP		11/16/20	0135940	US BANK	47.97			12/08/20
						AMAZON.COM*208RG0TDO AMZN				
						YOUNG ADULT CD BOOKS				
						ACCOUNT TOTAL	47.97	.00		47.97
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	.40			12/17/20
						PAPER, POST-ITS				
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57			12/17/20
						COPY PAPER				
961		06/21 AP		11/10/20	0000000	STOREY KENWORTHY	25.20			12/17/20
						GEL PEN REFILLS				
969		06/21 AP		11/09/20	0000000	STOREY KENWORTHY	.08			12/17/20
						RUBBER BANDS, POST-ITS				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	.38			12/17/20
						CORR. TAPE, TABS, POST-ITS,				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68			12/17/20
						DISH SOAP, LETTER OPENER				
						COPY PAPER				
						ACCOUNT TOTAL	32.31	.00		32.31
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	.40			12/17/20
						PAPER, POST-ITS				
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57			12/17/20
						COPY PAPER				
969		06/21 AP		11/09/20	0000000	STOREY KENWORTHY	.08			12/17/20
						RUBBER BANDS, POST-ITS				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	.38			12/17/20
						CORR. TAPE, TABS, POST-ITS,				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68			12/17/20
						DISH SOAP, LETTER OPENER				
						COPY PAPER				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued				
ACCOUNT TOTAL							7.11	.00	7.11		
101-1158-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
969		06/21 AP		11/30/20	0000000	COMMUNITY FOUNDATION-METRO FU ANNUAL DUES FOR 2021	100.00			12/17/20	
ACCOUNT TOTAL							100.00	.00	100.00		
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT											
926		06/21 AP		10/26/20	0135940	US BANK THE SHIRT SHACK PINK BADGE T-SHIRTS	578.20			12/08/20	
ACCOUNT TOTAL							578.20	.00	578.20		
101-1199-411.32-91 COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY											
926		06/21 AP		11/03/20	0135940	US BANK SQ *GIBSON SPECIALT KEYRINGS;POLICE & FIRE	1,317.62			12/08/20	
ACCOUNT TOTAL							1,317.62	.00	1,317.62		
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE											
926		06/21 AP		11/06/20	0135940	US BANK DRI*GALLUP CLIFTON STRENGTHS FOR ACB	79.96			12/08/20	
ACCOUNT TOTAL							79.96	.00	79.96		
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY											
927		06/21 AP		10/26/20	0135940	US BANK AMZN MKTP US*2T2144670 UTILITY GLOVES	12.80			12/08/20	
ACCOUNT TOTAL							12.80	.00	12.80		
101-1199-421.31-50 HUMAN DEVELOPMENT GRANTS / GRANTS - RECREATION											
926		06/21 AP		11/10/20	0135940	US BANK JONES & BARTLETT LEARNING STAFF CPR TRAINING	57.37			12/08/20	
ACCOUNT TOTAL							57.37	.00	57.37		
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING											
987		06/21 AP		12/04/20	0000000	COURIER LEGAL COMMUNICATIONS PH NTC-CAPER 19 ENGLISH	25.65			12/17/20	

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FUND 101 GENERAL FUND									
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING			
	987	06/21	AP	12/04/20	0000000	COURIER LEGAL COMMUNICATIONS	32.19		12/17/20
						PH NTC-CAPER 19 SPANISH			
	987	06/21	AP	12/04/20	0000000	COURIER LEGAL COMMUNICATIONS	176.90		12/17/20
						PH NTC-AMEND#6-HWY 58 URP			
	987	06/21	AP	12/04/20	0000000	COURIER LEGAL COMMUNICATIONS	176.90		12/17/20
						PH NTC-AMEND#6-DWNTWN URP			
	969	06/21	AP	12/03/20	0000000	LEGISLATIVE SERVICES AGENCY	460.00		12/17/20
						(3)201A CODES, (2)201A ACTS			
	987	06/21	AP	12/03/20	0000000	COURIER LEGAL COMMUNICATIONS	15.59		12/17/20
						NTC-STORMWATER DISCH.2021			
	987	06/21	AP	12/03/20	0000000	COURIER LEGAL COMMUNICATIONS	14.59		12/17/20
						NTC-STORMWATER DISCHARGE			
	969	06/21	AP	11/27/20	0000000	COURIER LEGAL COMMUNICATIONS	504.18		12/17/20
						11/16/20 CC MTG.MINS/BILL			
						ACCOUNT TOTAL	1,406.00	0.00	1,406.00
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
	969	06/21	AP	11/19/20	0000000	STOREY KENWORTHY	2.86		12/17/20
						COPY PAPER			
	969	06/21	AP	11/19/20	0000000	STOREY KENWORTHY	.40		12/17/20
						PAPER, POST-ITS			
	969	06/21	AP	11/09/20	0000000	STOREY KENWORTHY	.08		12/17/20
						RUBBER BANDS, POST-ITS			
	969	06/21	AP	11/03/20	0000000	STOREY KENWORTHY	.38		12/17/20
						CORR.TAPE,TABS,POST-ITS,			
	969	06/21	AP	11/03/20	0000000	STOREY KENWORTHY	2.14		12/17/20
						COPY PAPER			
						ACCOUNT TOTAL	5.86	0.00	5.86
101-1199-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
	926	06/21	AP	11/18/20	0135940	US BANK	380.00		12/08/20
						HY-VEE WATERLOO 1860			
						MEAL:COUNCIL GOAL SETTING			
						ACCOUNT TOTAL	380.00	0.00	380.00
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
	961	06/21	AP	11/10/20	0000000	STOREY KENWORTHY	24.93		12/17/20
						WALL CALENDARS			
						ACCOUNT TOTAL	24.93	0.00	24.93
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING									
	969	06/21	AP	11/19/20	0000000	STOREY KENWORTHY	7.15		12/17/20

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FUND 101 GENERAL FUND									
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING						continued			
969				06/21 AP 11/03/20	0000000	STOREY KENWORTHY COPY PAPER	5.36		12/17/20
ACCOUNT TOTAL							12.51	.00	12.51
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
946				06/21 AP 11/25/20	0000000	STOREY KENWORTHY NOTEBOOKS,PENS,POST ITS	6.90		12/17/20
946				06/21 AP 11/25/20	0000000	STOREY KENWORTHY COPY PAPER	16.08		12/17/20
946				06/21 AP 11/17/20	0000000	STOREY KENWORTHY PENS, POST ITS	5.88		12/17/20
961				06/21 AP 11/10/20	0000000	STOREY KENWORTHY PLANNER,DESK PAD CALENDAR	40.17		12/17/20
946				06/21 AP 11/05/20	0000000	STOREY KENWORTHY CLIPS,PENS	11.98		12/17/20
946				06/21 AP 11/05/20	0000000	STOREY KENWORTHY COPY PAPER	16.08		12/17/20
946				06/21 AP 11/04/20	0000000	STOREY KENWORTHY JUMBO CLIPS	1.57		12/17/20
946				06/21 AP 11/04/20	0000000	STOREY KENWORTHY FILE FOLDERS	4.82		12/17/20
ACCOUNT TOTAL							103.48	.00	103.48
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
961				06/21 AP 12/11/20	0000000	COOLEY SANITATION LLC 2520 CENTRAL AVE CLEAN UP	310.00		12/17/20
961				06/21 AP 12/02/20	0000000	PROFESSIONAL LAWN CARE, LLC CODE E.MOW-2303WASHINGTON	356.25		12/17/20
961				06/21 AP 12/01/20	0000000	PROFESSIONAL LAWN CARE, LLC CODE ENF.MOW-821 MADISON	95.00		12/17/20
961				06/21 AP 12/01/20	0000000	PROFESSIONAL LAWN CARE, LLC CODE ENF.MOW-234 CLARK	142.50		12/17/20
ACCOUNT TOTAL							903.75	.00	903.75
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
969				06/21 AP 12/07/20	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	12.15		12/17/20
ACCOUNT TOTAL							12.15	.00	12.15
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									

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FUND 101 GENERAL FUND										
101-2235-412.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				continued
961		06/21 AP		12/07/20	0000000	IABO-IOWA ASSOC. OF BLDG. OFF MEMBERSHIP-J.CASTLE	75.00			12/17/20
961		06/21 AP		12/07/20	0000000	IABO-IOWA ASSOC. OF BLDG. OFF MEMBERSHIP-M.STURM	30.00			12/17/20
961		06/21 AP		12/07/20	0000000	IABO-IOWA ASSOC. OF BLDG. OFF MEMBERSHIP-J.WARDELL	30.00			12/17/20
961		06/21 AP		12/07/20	0000000	IABO-IOWA ASSOC. OF BLDG. OFF MEMBERSHIP-J.MAI	30.00			12/17/20
961		06/21 AP		12/07/20	0000000	IABO-IOWA ASSOC. OF BLDG. OFF MEMBERSHIP-J.HENDERSON	30.00			12/17/20
961		06/21 AP		10/12/20	0000000	INTERNATL.ASSOC.ELEC.INSPECTO IAEI MEMBERSHIP-M.STURM	120.00			12/17/20
						ACCOUNT TOTAL	345.00	.00		345.00
101-2235-412.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
979		05/21 AP		10/07/20	0135686	US BANK		110.00		12/14/20
						ACCOUNT CORRECTION				
						PAYPAL *IOWA CHAPTER				
						ACCOUNT TOTAL	.00	110.00		110.00-
101-2235-412.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
979		05/21 AP		10/07/20	0135686	US BANK	110.00			12/14/20
						PAYPAL*IOWACHAPTER				
						NEC CODE UPDATE-J CRAIG				
						ACCOUNT TOTAL	110.00	.00		110.00
101-2245-442.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
961		06/21 AP		11/10/20	0000000	STOREY KENWORTHY	16.62			12/17/20
						WALL CALENDARS				
						ACCOUNT TOTAL	16.62	.00		16.62
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING				
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	14.30			12/17/20
						COPY PAPER				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	10.72			12/17/20
						COPY PAPER				
						ACCOUNT TOTAL	25.02	.00		25.02
101-2245-442.81-31						PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT				

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									POST DT	
FUND 101 GENERAL FUND										
101-2245-442.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT						continued				
1002		06/21 AP		12/16/20	0000000	GROW CEDAR VALLEY	11,000.00		12/17/20	
		FY21				INCENTIVE PAYMENT 1ST 1/2 JUN-DEC 2020				
ACCOUNT TOTAL							11,000.00	.00	11,000.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
978		06/21 AP		11/23/20	0000000	STOREY KENWORTHY	5.26		12/17/20	
						HANGING FOLDERS				
926		06/21 AP		11/18/20	0135940	US BANK	143.38		12/08/20	
						AMERICAN RED CROSS AED TRAINER, PAD ASSEMBLY				
926		06/21 AP		11/10/20	0135940	US BANK	14.69		12/08/20	
						O DONNELL ACE HARDWARE BATTERIES				
978		06/21 AP		11/10/20	0000000	STOREY KENWORTHY	16.37		12/17/20	
						CORRECTION TAPE				
926		06/21 AP		10/30/20	0135940	US BANK	20.55		12/08/20	
						SANDEE'S SIGNATURE STAMP				
926		06/21 AP		10/22/20	0135940	US BANK	29.50		12/08/20	
						DES MOINES STAMP MFG CO NOTARY STAMP-SCHOENTAG				
ACCOUNT TOTAL							229.75	.00	229.75	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP										
926		06/21 AP		10/23/20	0135940	US BANK	2.19		12/08/20	
						MENARDS CEDAR FALLS IA TIE DOWNS				
978		06/21 AP		07/16/20	0000000	ANTHEM SPORTS LLC	169.95		12/17/20	
						PITCHING RUBBER FOR TURF				
ACCOUNT TOTAL							172.14	.00	172.14	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES										
978		06/21 AP		12/01/20	0000000	XPRESSIONS	137.20		12/17/20	
						VOLLEYBALL TSHIRTS ADULT AWARDS				
926		06/21 AP		11/06/20	0135940	US BANK	7.98		12/08/20	
						MENARDS CEDAR FALLS IA WHITE STAKE FLAGS				
ACCOUNT TOTAL							145.18	.00	145.18	
101-2253-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
926		06/21 AP		10/30/20	0135940	US BANK	30.00		12/08/20	
						IOWA PARK AND RECREATION WORKSHOP REGISTRATION				
ACCOUNT TOTAL							30.00	.00	30.00	
101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										

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FUND 101 GENERAL FUND										
101-2253-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
926		06/21 AP		11/19/20	0135940	US BANK	125.00			12/08/20
						IOWA PARK AND RECREATION				
						CEU WORKSHOP REGISTRATION				
						ACCOUNT TOTAL	125.00	.00	125.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
978		06/21 AP		12/14/20	0000000	CITY LAUNDERING CO.	30.00			12/17/20
						MATS				
926		06/21 AP		11/11/20	0135940	US BANK	30.55			12/08/20
						MENARDS CEDAR FALLS IA				
						HOOK,BATTERIES,LED LIGHTS				
						ACCOUNT TOTAL	60.55	.00	60.55	
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
926		06/21 AP		11/18/20	0135940	US BANK	29.38			12/08/20
						O DONNELL ACE HARDWARE				
926		06/21 AP		11/02/20	0135940	US BANK	39.92			12/08/20
						MENARDS CEDAR FALLS IA				
						ANTIFREEZE, BATTERIES				
926		06/21 AP		11/02/20	0135940	US BANK	7.99			12/08/20
						MENARDS CEDAR FALLS IA				
						STOW AWAYS				
926		06/21 AP		10/30/20	0135940	US BANK	70.31			12/08/20
						FARM & FLT OF CEDAR FLS				
						UTILITY BOXES				
926		06/21 AP		10/30/20	0135940	US BANK	10.98			12/08/20
						MENARDS WATERLOO IA				
						ADJUSTABLE STOWAWAY				
926		06/21 AP		10/29/20	0135940	US BANK	156.02			12/08/20
						O DONNELL ACE HARDWARE				
						PHILLIPS BITS				
926		06/21 AP		10/21/20	0135940	US BANK	77.40			12/08/20
						MENARDS CEDAR FALLS IA				
						ANGLE,HANDLE,DRILL BITS				
926		06/21 AP		10/21/20	0135940	US BANK				12/08/20
						LIFE ASSIST INC				
						BAG VALVE MASKS				
						ACCOUNT TOTAL	392.00	.00	392.00	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
926		06/21 AP		11/18/20	0135940	US BANK	31.29			12/08/20
						AMZN MKTP US*H86ADSZU3				
						BINDER AND GAFFER TAPE				
994		06/21 AP		11/16/20	0000000	STOREY KENWORTHY	62.56			12/17/20
						POST-ITS, PLANNER, LETTER				
						MOISTENERS				
926		06/21 AP		11/09/20	0135940	US BANK	32.69			12/08/20
						AMAZON.COM*289104DW1				
						LAPTOP & TABLET BRIEFCASE				
926		06/21 AP		10/23/20	0135940	US BANK	52.23			12/08/20
						AMZN MKTP US*2T3799VP2				
						FLASH DRIVES & PLANNER 21				
962		05/21 AP		10/02/20	0135686	US BANK		10.69		12/09/20
						ACCOUNT CORRECTION				
						O DONNELL ACE HARDWARE				
						ACCOUNT TOTAL	178.77	10.69	168.08	

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FUND 101 GENERAL FUND										
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES				
926		06/21 AP		11/20/20	0135940	US BANK	21.57			12/08/20
						WAL-MART #0753				
926		06/21 AP		11/20/20	0135940	US BANK	97.00			12/08/20
						DOLLAR TREE				
926		06/21 AP		11/16/20	0135940	US BANK	73.00			12/08/20
						DOLLARTREE				
926		06/21 AP		11/12/20	0135940	US BANK	83.82			12/08/20
						WAL-MART #0753				
926		06/21 AP		11/10/20	0135940	US BANK	257.11			12/08/20
						DISCOUNTSCH 8006272829				
926		06/21 AP		10/30/20	0135940	US BANK	20.00			12/08/20
						DOLLAR TREE				
926		06/21 AP		10/30/20	0135940	US BANK	21.57			12/08/20
						WM SUPERCENTER #753				
926		06/21 AP		10/28/20	0135940	US BANK	26.59			12/08/20
						WAL-MART #0753				
926		06/21 AP		10/27/20	0135940	US BANK	109.18			12/08/20
						DISCOUNTSCH 8006272829				
926		06/21 AP		10/26/20	0135940	US BANK	32.79			12/08/20
						AMAZON.COM*2T77L0DS0				
926		06/21 AP		10/23/20	0135940	US BANK	44.90			12/08/20
						DOLLAR TREE				
926		06/21 AP		10/21/20	0135940	US BANK	96.05			12/08/20
						WM SUPERCENTER #753				
						ACCOUNT TOTAL	883.58	.00	883.58	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
994		06/21 AP		12/10/20	0000000	VAN DOREN'S, LLC	532.00			12/17/20
						REFITTING, REFRAMING, PERM COLLECTION				
926		06/21 AP		11/06/20	0135940	US BANK	21.84			12/08/20
						O DONNELL ACE HARDWARE				
926		06/21 AP		10/30/20	0135940	US BANK	232.50			12/08/20
						REGAL PLASTIC / REGAL GRA				
926		06/21 AP		10/26/20	0135940	US BANK	13.44			12/08/20
						DIAMOND VOGEL PAINT #210				
926		06/21 AP		10/26/20	0135940	US BANK	17.86			12/08/20
						O DONNELL ACE HARDWARE				
						ACCOUNT TOTAL	817.64	.00	817.64	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
994		06/21 AP		12/15/20	0000000	CITY LAUNDERING CO.	29.30			12/17/20
						RUG SERVICE				
994		06/21 AP		12/15/20	0000000	AISSSEN, JAMES F	75.00			12/17/20
						CONCERT PERFORMANCE TO BE FILMED 12/28				
						ACCOUNT TOTAL	104.30	.00	104.30	

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FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
994		06/21	AP	11/30/20	0000000	KCVM-93.5 THE MIX	215.00			12/17/20
		HEARST HOLIDAY AD								
926		06/21	AP	11/10/20	0135940	US BANK	12.95			12/08/20
		CANVA* 02869-10687565 MONTHLY SUBSCRIPTION								
926		06/21	AP	11/04/20	0135940	US BANK	21.64			12/08/20
		FACEBK UL7H3YAYN2 ADS FOR OCTOBER								
ACCOUNT TOTAL							249.59	.00	249.59	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
926		06/21	AP	11/18/20	0135940	US BANK		49.28		12/08/20
		B&H PHOTO 800-606-6969 SALES TAX REFUND								
994		06/21	AP	11/13/20	0000000	PARKADE PRINTER, INC.	629.75			12/17/20
		ANNUAL CAMPAIGN LETTERS								
994		06/21	AP	11/12/20	0000000	PARKADE PRINTER, INC.	662.90			12/17/20
		ANNUAL CAMPAIGN ENVELOPES								
994		06/21	AP	11/12/20	0000000	PARKADE PRINTER, INC.	105.48			12/17/20
		CAMPAIGN DONATION SLIPS								
926		06/21	AP	10/21/20	0135940	US BANK	198.00			12/08/20
		STICKERBEAT STICKERS FOR ANNUAL CAMP								
ACCOUNT TOTAL							1,596.13	49.28	1,546.85	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
969		06/21	AP	11/19/20	0000000	STOREY KENWORTHY	7.15			12/17/20
		COPY PAPER								
969		06/21	AP	11/19/20	0000000	STOREY KENWORTHY	1.61			12/17/20
		PAPER, POST-ITS								
969		06/21	AP	11/09/20	0000000	STOREY KENWORTHY	.32			12/17/20
		RUBBER BANDS, POST-ITS								
969		06/21	AP	11/03/20	0000000	STOREY KENWORTHY	1.51			12/17/20
		CORR. TAPE, TABS, POST-ITS, DISH SOAP, LETTER OPENER								
969		06/21	AP	11/03/20	0000000	STOREY KENWORTHY	5.36			12/17/20
		COPY PAPER								
ACCOUNT TOTAL							15.95	.00	15.95	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
983		06/21	AP	12/14/20	0000000	CITY LAUNDERING CO.	21.00			12/17/20
		TOWELS; MATS- PSS BUILDING								
983		06/21	AP	11/30/20	0000000	CITY LAUNDERING CO.	3.00			12/17/20
		TOWELS-STATION #1								
ACCOUNT TOTAL							24.00	.00	24.00	

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FUND 101 GENERAL FUND										
101-4511-414.72-10						OPERATING SUPPLIES / FIRE PREVENTION				
926		06/21 AP		11/12/20	0135940	US BANK	179.88			12/08/20
						MENARDS CEDAR FALLS IA				
926		06/21 AP		11/09/20	0135940	US BANK	227.96			12/08/20
						O DONNELL ACE HARDWARE				
						SMOKE DETECTORS-CALLS				
						SMOKE DETECTORS-CALLS				
						ACCOUNT TOTAL	407.84	.00		407.84
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
983		06/21 AP		12/09/20	0000000	IOWA FIREFIGHTERS ASSOCIATION	156.00			12/17/20
						2021 DUES-12 MEMBERS				
						12 @ \$13/EACH				
979		05/21 AP		11/05/20	0135686	US BANK	747.00			12/14/20
						FIRE PROTECTION PUB				
						4 ESSENTIALS-F.F.7TH ED.				
979		05/21 AP		09/25/20	0135686	US BANK	134.89			12/14/20
						GATEWAY-ELKHORN BKST #533				
						EMERG.SERV.INST.TEXTBOOK				
						ACCOUNT TOTAL	1,037.89	.00		1,037.89
101-4511-414.72-19						OPERATING SUPPLIES / PRINTING				
983		06/21 AP		12/03/20	0000000	PARKADE PRINTER, INC.	92.28			12/17/20
						CPFR CALENDAR CARDS				
983		06/21 AP		12/02/20	0000000	PARKADE PRINTER, INC.	151.55			12/17/20
						MEDICAL RESPONSE REPORTS				
						ACCOUNT TOTAL	243.83	.00		243.83
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE				
983		06/21 AP		12/09/20	0000000	FEDERAL EXPRESS	38.72			12/17/20
						SHIP TO EMC FIRE-FIX RAM				
926		06/21 AP		11/10/20	0135940	US BANK	17.85			12/08/20
						THE UPS STORE #5617				
						SHIP 502 TARP FOR REPAIR				
						ACCOUNT TOTAL	56.57	.00		56.57
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES				
983		06/21 AP		12/09/20	0000000	FAREWAY STORES INC. #190	27.76			12/17/20
						LAUNDRY DETERGENT-FIRE				
						ACCOUNT TOTAL	27.76	.00		27.76
101-4511-414.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
988		06/21 AP		12/09/20	0000000	BLACK HAWK CO.AUDITOR	30,373.20			12/17/20
						FY21 Q3 CONSOLIDATED COMM				
						ACCOUNT TOTAL	30,373.20	.00		30,373.20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
926		06/21 AP		11/17/20	0135940	US BANK	72.80			12/08/20
						FAIRFIELD INN & SUITES HOTEL-FIRE INSTR. TRAINING				
926		06/21 AP		11/17/20	0135940	US BANK	145.60			12/08/20
						FAIRFIELD INN & SUITES HOTEL-FIRE INSTR. TRAINING				
926		06/21 AP		11/16/20	0135940	US BANK	58.43			12/08/20
						JETHROS JAMBALAYA MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/16/20	0135940	US BANK	43.67			12/08/20
						TST* 515 BAR & GRILL MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/16/20	0135940	US BANK	45.26			12/08/20
						PERKINS REST 00012336 MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/16/20	0135940	US BANK	86.32			12/08/20
						CHEESECAKE DES MOINE MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/10/20	0135940	US BANK	46.80			12/08/20
						PERKINS REST 00012336 MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/10/20	0135940	US BANK	46.09			12/08/20
						5GUYS 0663 QSR MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/10/20	0135940	US BANK	21.00			12/08/20
						CASEYS GEN STORE 1493 FUEL-FIRE INSTR. TRAINING				
926		06/21 AP		11/09/20	0135940	US BANK	18.90			12/08/20
						MCDONALD'S F12235 MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/09/20	0135940	US BANK	40.61			12/08/20
						CHIPOTLE 2557 MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/09/20	0135940	US BANK	33.92			12/08/20
						FIREBIRDS WEST DES MOINE MEALS-FIRE INSTR. TRAINING				
926		06/21 AP		11/09/20	0135940	US BANK	71.64			12/08/20
						OUTBACK 1615 MEALS-FIRE INSTR. TRAINING				
ACCOUNT TOTAL							731.04	.00	731.04	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
983		06/21 AP		12/03/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
						1 CERT. FEE-HAZMAT TEST JEFFREY SITMANN				
983		06/21 AP		11/30/20	0000000	FIRE SERVICE TRNG. BUREAU	108.41			12/17/20
						FIRE OFFICER 3RD EDITION				
983		06/21 AP		11/12/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
						1 CERT. FEE-INSTRUCTOR 1 SCOTT DOUGAN				
983		06/21 AP		11/12/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
						1 CERT. FEE-FIRE FIGHTER 2 JOSHUA GETZ				
983		06/21 AP		11/12/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
						1 CERT. FEE-FIRE FIGHTER 2 MORGAN HOEFT				
926		06/21 AP		11/05/20	0135940	US BANK	67.50			12/08/20
						AMERICAN HEART SHOPCPR CPR/BLS TRAINING MATERIAL				
979		05/21 AP		11/05/20	0135686	US BANK		747.00		12/14/20
						ACCOUNT CORRECTION FIRE PROTECTION PUB				
983		06/21 AP		11/04/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
						1 CERT. FEE-FIRE FIGHTER 2 PRESTON RUSSELL				
926		06/21 AP		11/03/20	0135940	US BANK	20.00			12/08/20
						IAAI NFPA CHPT.4&5 TESTING FEE				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-06	TRANSPORTATION&EDUCATION / EDUCATION					continued				
926		06/21	AP	11/03/20	0135940	US BANK	20.00			12/08/20
	IAAI									
983		06/21	AP	11/03/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			12/17/20
	1 CERT.FEE-INSTRUCTOR 1									
926		06/21	AP	11/02/20	0135940	US BANK	80.00			12/08/20
	DPH REGULATORY PROGRAMS									
983		06/21	AP	11/02/20	0000000	FIRE SERVICE TRNG. BUREAU	64.96			12/17/20
	FIRE INSTRUCTOR 3RD ED.									
926		06/21	AP	10/29/20	0135940	US BANK	127.25			12/08/20
	GATEWAY-ELKHORN BKST #533									
926		06/21	AP	10/28/20	0135940	US BANK		134.89		12/08/20
	GATEWAY-ELKHORN BKST #533									
926		06/21	AP	10/27/20	0135940	US BANK	19.99			12/08/20
	STRAPWORKS									
926		06/21	AP	10/21/20	0135940	US BANK	80.00			12/08/20
	DPH REGULATORY PROGRAMS									
983		06/21	AP	10/14/20	0000000	FIRE SERVICE TRNG. BUREAU	187.12			12/17/20
	FIRE INSTRUCTOR 3RD ED.									
979		05/21	AP	09/25/20	0135686	US BANK		134.89		12/14/20
	ACCOUNT CORRECTION									
						GATEWAY-ELKHORN BKST #533				
						ACCOUNT TOTAL	1,075.23	1,016.78		58.45
101-4511-414.89-40	MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
926		06/21	AP	11/02/20	0135940	US BANK	260.16			12/08/20
	SAFETY SMART GEAR									
						UNIFORM ALLOWANCE-BEANIES				
						ACCOUNT TOTAL	260.16	.00		260.16
101-5521-415.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES									
988		06/21	AP	12/01/20	0000000	STOREY KENWORTHY	451.69			12/17/20
	PAPER;PENS;LEGAL PADS									
969		06/21	AP	11/19/20	0000000	STOREY KENWORTHY	7.15			12/17/20
	COPY PAPER									
946		06/21	AP	11/05/20	0000000	STOREY KENWORTHY	11.00			12/17/20
	COPY STAMP									
969		06/21	AP	11/03/20	0000000	STOREY KENWORTHY	5.36			12/17/20
	COPY PAPER									
						ACCOUNT TOTAL	475.20	.00		475.20
101-5521-415.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES									
983		06/21	AP	12/14/20	0000000	CITY LAUNDERING CO.	21.00			12/17/20
	TOWELS;MATS-PSS BUILDING									
988		06/21	AP	12/10/20	0000000	SIGNS BY TOMORROW	135.00			12/17/20
	DRY ERASE & WHITE BOARD									
						INSTALLATION & REPAIR				

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FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
988		06/21 AP		12/07/20	0000000	BUGSY'S PEST SOLUTIONS	600.00			12/17/20
						REMOVE BED BUGS PD# 14&16				
988		06/21 AP		12/07/20	0000000	SHRED-IT USA	48.07			12/17/20
						ON-SITE DOC. DESTRUCTION				
988		06/21 AP		12/03/20	0000000	POLK'S LOCK SERVICE, INC.	9.00			12/17/20
						KEYS FOR PSS BUILDING				
988		06/21 AP		12/02/20	0000000	L & M TRANSMISSION	67.00			12/17/20
						TOW & STORE-DODGE DURANGO				
988		06/21 AP		12/02/20	0000000	L & M TRANSMISSION	50.00			12/17/20
						TOW & STORE-LINCOLN TOWN				
988		06/21 AP		12/02/20	0000000	MIRACLE CAR WASH, INC.	11.95			12/17/20
						1 PD CAR WASH				
988		06/21 AP		12/01/20	0000000	THOMSON REUTERS - WEST	285.65			12/17/20
						INVESTIGATIVE SOFTWARE				
988		06/21 AP		11/25/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						MOVE ESCAPE TO IMPOUND				
988		06/21 AP		11/24/20	0000000	RASMUSSEN CO., THE	100.00			12/17/20
						BACK TRUCK INSIDE P.W.				
988		06/21 AP		11/23/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						MOVE SQUAD CAR TO P.W.				
988		06/21 AP		11/22/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						MOVE IMPALA TO IMPOUND				
988		06/21 AP		11/22/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						MOVE CHEROKEE TO IMPOUND				
926		06/21 AP		11/20/20	0135940	US BANK	254.80			12/08/20
						MARTIN BROTHERS				
926		06/21 AP		11/20/20	0135940	US BANK	53.14			12/08/20
						MARTIN BROTHERS				
926		06/21 AP		11/20/20	0135940	US BANK	199.90			12/08/20
						AMAZON.COM*2G64K2M93 AMZN				
926		06/21 AP		11/16/20	0135940	US BANK	193.04			12/08/20
						AMAZON.COM*205V74FQ2 AMZN				
926		06/21 AP		11/03/20	0135940	US BANK		6.93		12/08/20
						FRAMING SUCCESS				
988		06/21 AP		11/02/20	0000000	DES MOINES STAMP MFG. CO.	53.95			12/17/20
						RECORDS STAMPS-POLICE				
988		06/21 AP		10/31/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						MOVE MOPED TO IMPOUND				
926		06/21 AP		10/28/20	0135940	US BANK	105.93			12/08/20
						FRAMING SUCCESS				
						ACCOUNT TOTAL	2,438.43	6.93	2,431.50	
101-5521-415.72-08						CAMERA & PHOTO EQUIPMENT				
926		06/21 AP		10/29/20	0135940	US BANK		2.34		12/08/20
						TARGET.COM *				
926		06/21 AP		10/28/20	0135940	US BANK	41.82			12/08/20
						TARGET.COM *				
						DRYING RACK				

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FUND 101 GENERAL FUND										
101-5521-415.72-08						CAMERA & PHOTO EQUIPMENT				
926		06/21 AP		10/26/20	0135940	US BANK	46.16			12/08/20
						THE HOME DEPOT #2101				
						CABLE TIES;BOXES				
						ACCOUNT TOTAL	87.98	2.34	85.64	
continued										
101-5521-415.72-11						DUES, BOOKS, MAGAZINES				
969		06/21 AP		12/03/20	0000000	LEGISLATIVE SERVICES AGENCY	250.00			12/17/20
						(2) 2021 IA CODES				
						ACCOUNT TOTAL	250.00	.00	250.00	
101-5521-415.72-24						AMMUNITION				
926		06/21 AP		10/21/20	0135940	US BANK	17.89			12/08/20
						MIDWAYUSA COM				
						INERT DUMMY ROUNDS				
						ACCOUNT TOTAL	17.89	.00	17.89	
101-5521-415.72-29						MIRT EQUIPMENT				
988		06/21 AP		12/04/20	0000000	GALLS, LLC	111.54			12/17/20
						MIRT SUPPLIES				
926		06/21 AP		11/12/20	0135940	US BANK	37.98			12/08/20
						MENARDS CEDAR FALLS IA				
						LIGHT BATTERIES FOR SWAT				
926		06/21 AP		11/05/20	0135940	US BANK	473.69			12/08/20
						GALLS				
						MIRT SHIRTS				
						ACCOUNT TOTAL	623.21	.00	623.21	
101-5521-415.72-99						POSTAGE				
926		06/21 AP		11/18/20	0135940	US BANK	11.67			12/08/20
						THE UPS STORE #5617				
						SHIP EXAMS TO STANARD				
						ACCOUNT TOTAL	11.67	.00	11.67	
101-5521-415.81-01						PROFESSIONAL SERVICES				
988		06/21 AP		12/09/20	0000000	IOWA LAW ENFORCEMENT ACADEMY	450.00			12/17/20
						EVALUATION OF MMPI'S				
						SULLIVAN/KLANG/HANSON				
988		06/21 AP		12/09/20	0000000	IOWA LAW ENFORCEMENT ACADEMY	300.00			12/17/20
						EVALUATION OF MMPI'S				
						HELGESON/ZIKUDA				
						ACCOUNT TOTAL	750.00	.00	750.00	
101-5521-415.81-71						CONSOLIDATED DISPATCH				
988		06/21 AP		12/09/20	0000000	BLACK HAWK CO.AUDITOR	61,666.80			12/17/20

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FUND 101 GENERAL FUND								
101-5521-415.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH						continued		
FY21 Q3 CONSOLIDATED COMM								
ACCOUNT TOTAL						61,666.80	.00	61,666.80
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
926		06/21 AP		11/05/20	0135940 US BANK	50.00		12/08/20
FBI LEEDA INC MEMBERSHIP DUES-O'NEILL								
ACCOUNT TOTAL						50.00	.00	50.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
926		06/21 AP		11/16/20	0135940 US BANK	82.46		12/08/20
JIMMY JOHNS - 2490 - E MEALS-PSO INTERVIEW COMM.								
926		06/21 AP		11/16/20	0135940 US BANK	280.00		12/08/20
IA PUBLIC DEF TRAINING HTL.-TECH.COLL.-VAN HORN								
926		06/21 AP		11/16/20	0135940 US BANK	130.00		12/08/20
IA PUBLIC DEF TRAINING HTL.-TECH.COLL.-VAN HORN								
926		06/21 AP		10/27/20	0135940 US BANK	340.14		12/08/20
SHERATON OVERLAND PARK HTL.-RIOT CONTROL-CARMAN								
926		06/21 AP		10/26/20	0135940 US BANK	221.72		12/08/20
THE OTHER PLACE EDALE MEALS-FIREARMS TRAINING								
926		06/21 AP		10/22/20	0135940 US BANK	9.95		12/08/20
SUBWAY 11517 MEAL-EXP.BATON INST.SCH.								
926		06/21 AP		10/21/20	0135940 US BANK	235.71		12/08/20
THE OTHER PLACE EDALE MEALS-FIREARMS TRAINING								
ACCOUNT TOTAL						1,299.98	.00	1,299.98
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
926		06/21 AP		11/05/20	0135940 US BANK	67.50		12/08/20
AMERICAN HEART SHOPCPR CPR/BLS TRAINING MATERIAL								
926		06/21 AP		10/30/20	0135940 US BANK	349.00		12/08/20
BLUE TO GOLD REG:ADV.SRCH.& SEIZURE +								
962		05/21 AP		09/25/20	0135372 IOWA LAW ENFORCEMENT ACADEMY		6,650.00	12/09/20
ACCOUNT CORRECTION 295TH BASIC LEVEL 1 TRNG.								
962		05/21 AP		09/25/20	0135372 IOWA LAW ENFORCEMENT ACADEMY		6,650.00	12/09/20
ACCOUNT CORRECTION 295TH BASIC LEVEL 1 TRNG.								
962		05/21 AP		08/11/20	0134986 HAWKEYE COMMUNITY COLLEGE-CF		4,995.00	12/09/20
ACCOUNT CORRECTION BASIC LEVEL II ACADEMY								
ACCOUNT TOTAL						416.50	18,295.00	17,878.50-
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY								
962		05/21 AP		09/25/20	0135372 IOWA LAW ENFORCEMENT ACADEMY	6,650.00		12/09/20
295TH BASIC LEVEL 1 TRNG. T.PURDY;8/31-12/18/20								

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-5521-415.83-08					TRANSPORTATION&EDUCATION / ACADEMY			
	962	05/21 AP		09/25/20	0135372	IOWA LAW ENFORCEMENT ACADEMY	6,650.00	12/09/20
						C. RYAN;8/31-12/18/20		
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
	962	05/21 AP		11/03/20	0135743	KUSTOM SIGNALS, INC.	101.00	12/09/20
						REMOTE CONTROLLER-RADAR		
						UNIT-REPLACE BROKEN ONE		
					ACCOUNT TOTAL	18,295.00	.00	18,295.00
101-5521-415.93-01					EQUIPMENT / EQUIPMENT			
	962	05/21 AP		11/03/20	0135743	KUSTOM SIGNALS, INC.	101.00	12/09/20
						ACCOUNT CORRECTION		
						REMOTE CONTROLLER-RADAR		
					ACCOUNT TOTAL	.00	101.00	101.00-
101-5521-425.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY			
	988	06/21 AP		12/06/20	0000000	WATERLOO, CITY OF	5,268.00	12/17/20
						ANIMAL CALLS;11/1-11/30		
						11/1-11/30/20		
					ACCOUNT TOTAL	5,268.00	.00	5,268.00
101-6613-433.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
	945	06/21 AP		12/02/20	0000000	NEW STERIL MANUFACTURING	5,280.17	12/17/20
						CEMETERY TENT		
	945	06/21 AP		12/02/20	0000000	NEW STERIL MANUFACTURING	280.17	12/17/20
						CREDIT FOR HOLES IN TENT		
	962	05/21 AP		10/31/20	0135714	CULLIGAN WATER CONDITIONING	65.00	12/09/20
						WATER GREENWOOD CEMETERY		
					ACCOUNT TOTAL	5,345.17	280.17	5,065.00
101-6616-446.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
	989	06/21 AP		12/14/20	0000000	O'DONNELL ACE HARDWARE	4.80	12/17/20
						SCREWS		
		PROJECT#:			062501			
	986	06/21 AP		12/10/20	0000000	MARTIN BROS.DISTRIBUTING	241.48	12/17/20
						TOWELS		
		PROJECT#:			062507			
	945	06/21 AP		12/05/20	0000000	UNITED PARCEL SERVICE	10.02	12/17/20
						SHIPPING-BARTLETT		

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01					OPERATING SUPPLIES /	OPERATING SUPPLIES				continued
963		06/21 AP		12/04/20	0000000	O'DONNELL ACE HARDWARE	71.98			12/17/20
						HVAC FILTERS				
PROJECT#:					062516					
945		06/21 AP		12/02/20	0000000	MARTIN BROS.DISTRIBUTING	304.29			12/17/20
						SOAP,TOWELS, TISSUES,LINER				
PROJECT#:					062501					
945		06/21 AP		12/02/20	0000000	MARTIN BROS.DISTRIBUTING	165.21			12/17/20
						SOAP,TOWELS, TISSUES,LINER				
PROJECT#:					062506					
945		06/21 AP		12/02/20	0000000	MARTIN BROS.DISTRIBUTING	524.65			12/17/20
						SOAP,TOWELS, TISSUES,LINER				
PROJECT#:					062507					
926		06/21 AP		11/20/20	0135940	US BANK	122.62			12/08/20
						ROBERT BROOKE & ASSOCIATE				
PROJECT#:					062507					
926		06/21 AP		11/04/20	0135940	US BANK	295.00			12/08/20
						IMPERIAL FASTENER CO INC				
PROJECT#:					062507					
						SHOWER HOOK CURTAIN				
						SHOWER CURTAINS				
						ACCOUNT TOTAL	1,740.05	.00		1,740.05
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
989		06/21 AP		12/11/20	0000000	ECHO GROUP, INC.	50.81			12/17/20
						LIGHT BULB				
PROJECT#:					062510					
989		06/21 AP		12/11/20	0000000	MENARDS-CEDAR FALLS	.91			12/17/20
						BUSHING-LIGHTING REPAIR				
PROJECT#:					062510					
989		06/21 AP		12/10/20	0000000	MENARDS-CEDAR FALLS	6.58			12/17/20
						COUPLING-SUMP PUMP REPAIR				
PROJECT#:					062511					
989		06/21 AP		12/09/20	0000000	MENARDS-CEDAR FALLS	29.94			12/17/20
						POWER STRIP				
PROJECT#:					062511					
986		06/21 AP		12/08/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	102.96			12/17/20
						HVAC FILTERS				
989		06/21 AP		12/08/20	0000000	MENARDS-CEDAR FALLS	11.98			12/17/20
						SCREWS				
PROJECT#:					062501					
989		06/21 AP		12/08/20	0000000	MENARDS-CEDAR FALLS	39.74			12/17/20
						OUTLET,WIRE, CORD				
PROJECT#:					062511					
963		06/21 AP		12/07/20	0000000	O'DONNELL ACE HARDWARE	1.72			12/17/20
						NUTS & BOLTS				
PROJECT#:					062508					
989		06/21 AP		12/07/20	0000000	MENARDS-CEDAR FALLS	29.99			12/17/20
						SHOWER REPAIR				
PROJECT#:					062511					

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
986		06/21 AP		12/03/20	0000000	ECHO GROUP, INC.	91.28			12/17/20
		PROJECT#: 062506 LIGHT BULBS								
929		06/21 AP		12/01/20	0000000	CONSOLIDATED ENERGY COMPANY	258.11			12/17/20
		PROJECT#: 062511 GENERATOR FUEL								
963		06/21 AP		12/01/20	0000000	MENARDS-CEDAR FALLS	24.25			12/17/20
		PROJECT#: 062511 TIMER, CORD, ADAPTER								
929		06/21 AP		11/30/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	385.70			12/17/20
		PROJECT#: 062506 DAMPER VALVE								
945		06/21 AP		11/30/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	312.72			12/17/20
		PROJECT#: 062503 HVAC FILTERS								
945		06/21 AP		11/30/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	54.00			12/17/20
		PROJECT#: 062503 HVAC FILTERS								
945		06/21 AP		11/25/20	0000000	ECHO GROUP, INC.	136.20			12/17/20
		PROJECT#: 062508 LIGHT BULBS								
945		06/21 AP		11/25/20	0000000	ECHO GROUP, INC.	119.42			12/17/20
		PROJECT#: 062508 LIGHT REPAIR								
929		06/21 AP		11/24/20	0000000	ECHO GROUP, INC.	94.60			12/17/20
		PROJECT#: 062508 BULBS								
929		06/21 AP		11/20/20	0000000	ECHO GROUP, INC.	267.40			12/17/20
		PROJECT#: 062506 BULBS								
926		06/21 AP		11/12/20	0135940	US BANK	95.00			12/08/20
		PROJECT#: 062506 IA DNR FEES AND PAYMENTS								
926		06/21 AP		11/02/20	0135940	US BANK	50.87			12/08/20
		PROJECT#: 062506 ROBERT BROOKE & ASSOCIATE								
926		06/21 AP		10/30/20	0135940	US BANK	52.83			12/08/20
		PROJECT#: 062507 ROBERT BROOKE & ASSOCIATE								
926		06/21 AP		10/30/20	0135940	US BANK	4.17			12/08/20
		PROJECT#: 062507 JMA TOOL COMPANY INC								
926		06/21 AP		10/28/20	0135940	US BANK	42.45			12/08/20
		PROJECT#: 062507 JMA TOOL COMPANY INC								
ACCOUNT TOTAL							2,263.63	.00	2,263.63	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
929		06/21 AP		12/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	47.29			12/17/20
		PROJECT#: 062507 PEST CONTROL								

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FUND 101 GENERAL FUND										
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued				
		PROJECT#:			062511					
	929		06/21	AP	11/12/20	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		12/17/20
							PEST CONTROL			
		PROJECT#:			062505					
	929		06/21	AP	11/04/20	0000000	PLUNKETT'S PEST CONTROL, INC	42.50		12/17/20
							PEST CONTROL			
		PROJECT#:			062506					
	929		06/21	AP	11/04/20	0000000	PLUNKETT'S PEST CONTROL, INC	15.00		12/17/20
							PEST CONTROL			
		PROJECT#:			062510					
	929		06/21	AP	10/15/20	0000000	PLUNKETT'S PEST CONTROL, INC	25.00		12/17/20
							PEST CONTROL			
		PROJECT#:			062505					
							ACCOUNT TOTAL	154.79	0.00	154.79
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	963		06/21	AP	12/03/20	0000000	CITY LAUNDERING CO.	40.00		12/17/20
							MAT SERVICE			
		PROJECT#:			062506					
	929		06/21	AP	12/01/20	0000000	CITY LAUNDERING CO.	20.00		12/17/20
							MAT SERVICE			
		PROJECT#:			062501					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	3,700.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062501					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	1,448.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062505					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	7,000.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062507					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	3,000.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062511					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	624.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062509					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	3,268.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062503					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	770.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062508					
	929		06/21	AP	12/01/20	0000000	FRESH START CLEANING SOLUTION	1,664.00		12/17/20
							JANITORIAL SERVICE			
		PROJECT#:			062506					
	945		06/21	AP	11/27/20	0000000	GOODWIN TUCKER GROUP	294.50		12/17/20

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
ICE MACHINE CLEANING										
PROJECT#:	062508									
929	06/21 AP	11/25/20	0000000		GOODWIN TUCKER GROUP	294.50			12/17/20	
ICE MACHINE CLEANING										
PROJECT#:	062506									
945	06/21 AP	11/24/20	0000000		AIRE SERV.OF THE CEDAR VALLEY	169.00			12/17/20	
HVAC REPAIR										
PROJECT#:	062501									
ACCOUNT TOTAL						22,292.00	.00		22,292.00	
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
986	06/21 AP	11/30/20	0000000		PLUMB TECH INC.	1,856.73			12/17/20	
HVAC REPAIR										
PROJECT#:	062506									
929	06/21 AP	11/13/20	0000000		AIRE SERV.OF THE CEDAR VALLEY	169.00			12/17/20	
HVAC REPAIR-HEARST										
PROJECT#:	062505									
ACCOUNT TOTAL						2,025.73	.00		2,025.73	
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
989	06/21 AP	12/11/20	0000000		BLACK HAWK ROOF COMPANY INC.	337.84			12/17/20	
ROOF REPAIR										
PROJECT#:	062506									
ACCOUNT TOTAL						337.84	.00		337.84	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
962	05/21 AP	10/23/20	0135787		TESTAMERICA LABORATORIES, INC	20.00			12/09/20	
WATER TEST PHEASANT RIDGE										
PRO SHOP										
ACCOUNT TOTAL						20.00	.00		20.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
946	06/21 AP	11/25/20	0000000		STOREY KENWORTHY	9.09			12/17/20	
NOTEBOOKS,PENS,POST ITS										
946	06/21 AP	11/25/20	0000000		STOREY KENWORTHY	16.09			12/17/20	
COPY PAPER										
946	06/21 AP	11/17/20	0000000		STOREY KENWORTHY	7.73			12/17/20	
PENS, POST ITS										
946	06/21 AP	11/17/20	0000000		STOREY KENWORTHY	68.70			12/17/20	
PENS,LEAD,PENCILS,MOUSPAD										
REPORT COVERS										
961	06/21 AP	11/10/20	0000000		STOREY KENWORTHY	6.95			12/17/20	
HANGING FOLDERS										

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FUND 101 GENERAL FUND										
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
946		06/21 AP		11/05/20	0000000	STOREY KENWORTHY	27.61			12/17/20
CALCULATOR,CLIPS,PENS										
946		06/21 AP		11/05/20	0000000	STOREY KENWORTHY	16.09			12/17/20
COPY PAPER										
946		06/21 AP		11/04/20	0000000	STOREY KENWORTHY	2.07			12/17/20
JUMBO CLIPS										
946		06/21 AP		11/04/20	0000000	STOREY KENWORTHY	52.56			12/17/20
FILE FOLDERS,LGL PKT FILE						PENCILS,TAPE DISPENSER				
ACCOUNT TOTAL							206.89	.00	206.89	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
969		06/21 AP		12/07/20	0000000	CINTAS FIRST AID & SAFETY	12.16			12/17/20
RESTOCK FIRST AID KIT										
946		06/21 AP		11/19/20	0000000	R & R INDUSTRIES, INC.	228.60			12/17/20
HI-VIS SAFETY VEST (15)										
946		06/21 AP		11/19/20	0000000	R & R INDUSTRIES, INC.	90.17			12/17/20
HI-VIS-M.FEUERHELM						VEST,RAIN JACKET,JACKET				
946		06/21 AP		11/19/20	0000000	R & R INDUSTRIES, INC.	32.84			12/17/20
FREIGHT ON HI-VIS										
946		06/21 AP		11/19/20	0000000	R & R INDUSTRIES, INC.	145.24			12/17/20
HI-VIS SHIRTS-C.HAGER										
ACCOUNT TOTAL							509.01	.00	509.01	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
929		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	14.22			12/17/20
DESK PADS										
ACCOUNT TOTAL							14.22	.00	14.22	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
986		06/21 AP		12/11/20	0000000	O'DONNELL ACE HARDWARE	8.99			12/17/20
TOILET PLUNGER										
963		06/21 AP		12/09/20	0000000	SCOOP FEED & SUPPLY, THE	122.02			12/17/20
GRASS SEED										
963		06/21 AP		12/08/20	0000000	STOKES WELDING	104.95			12/17/20
HARD HAT										
986		06/21 AP		12/04/20	0000000	MENARDS-CEDAR FALLS	67.96			12/17/20
VENT FOR SHELTER										
986		06/21 AP		12/04/20	0000000	MENARDS-CEDAR FALLS	6.89			12/17/20
TRIM										
969		06/21 AP		12/01/20	0000000	BROWN'S SHOE FIT	157.25			12/17/20
SAFETY SHOES-A IVERSON						P.O. 56548				
986		06/21 AP		11/30/20	0000000	BENTON BUILDING CENTER	85.41			12/17/20
LUMBER,BIT,GRAVEL MIX						FOR PARK SIGNS				

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
986		06/21 AP		11/30/20	0000000	CULLIGAN WATER CONDITIONING	8.35			12/17/20
						WATER FOR BREAK ROOM				
986		06/21 AP		11/23/20	0000000	MENARDS-CEDAR FALLS	55.92			12/17/20
						COCOA MULCH				
986		06/21 AP		11/20/20	0000000	MENARDS-CEDAR FALLS	41.94			12/17/20
						COCOA MULCH				
945		06/21 AP		11/17/20	0000000	TRUAX COMPANY INC	14,128.00			12/17/20
						SEED DRILL FOR PRAIRIE				
926		06/21 AP		11/12/20	0135940	US BANK	662.32			12/08/20
						IN *3T PRODUCTS				
962		05/21 AP		10/31/20	0135714	CULLIGAN WATER CONDITIONING		65.00		12/09/20
						ACCOUNT CORRECTION				
926		06/21 AP		10/27/20	0135940	US BANK	818.50			12/08/20
						SQ *TREE PRO				
962		05/21 AP		10/23/20	0135787	TESTAMERICA LABORATORIES, INC		42.00		12/09/20
						ACCOUNT CORRECTION				
962		05/21 AP		10/23/20	0135787	TESTAMERICA LABORATORIES, INC	22.00			12/09/20
						WATER TEST ISLAND PARK				
963		06/21 AP		09/24/20	0000000	DIAMOND VOGEL PAINT - #52	171.40			12/17/20
						PAINT FOR SHELTER				
						ACCOUNT TOTAL	16,461.90	107.00		16,354.90
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
963		06/21 AP		12/07/20	0000000	GREENS KEEPER LAWN SERVICE LL	5,415.45			12/17/20
						SPRAYING				
						ACCOUNT TOTAL	5,415.45	.00		5,415.45
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
962		05/21 AP		09/25/20	0135686	US BANK	11.76			12/09/20
						TST* PRAIRIE CANARY RESTA				
						RYAN RIEGER MEAL 9/23/20				
						ACCOUNT TOTAL	11.76	.00		11.76
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
962		05/21 AP		09/25/20	0135686	US BANK		11.76		12/09/20
						ACCOUNT CORRECTION				
						TST* PRAIRIE CANARY RESTA				
						ACCOUNT TOTAL	.00	11.76		11.76-
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
986		06/21 AP		11/20/20	0000000	COOLEY PUMPING, LLC	105.00			12/17/20
						PORTA POTTY-EL DORADO PRK				
						ACCOUNT TOTAL	105.00	.00		105.00

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FUND 101 GENERAL FUND										
101-6633-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
989		06/21 AP		12/08/20	0000000	BENTON'S READY MIX CONCRETE,	931.63			12/17/20
						CONCRETE-PETER MELENDY				
962		05/21 AP		09/30/20	0135500	K & K GARDENS LLC	3,761.07			12/09/20
						TREES				
						ACCOUNT TOTAL	4,692.70	.00		4,692.70
101-6633-423.93-01 EQUIPMENT / EQUIPMENT										
962		05/21 AP		09/30/20	0135500	K & K GARDENS LLC		3,761.07		12/09/20
						ACCOUNT CORRECTION				
						TREES				
						ACCOUNT TOTAL	.00	3,761.07		3,761.07-
						FUND TOTAL	218,252.71	23,752.02		194,500.69
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
929		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	52.71			12/17/20
						PLANNER, CALENDARS				
						ACCOUNT TOTAL	52.71	.00		52.71
206-6637-436.72-16						OPERATING SUPPLIES / TOOLS				
963		06/21 AP		12/07/20	0000000	O'DONNELL ACE HARDWARE	7.69			12/17/20
						SOCKET FOR PUTTING IN				
						D BRACKETS				
						ACCOUNT TOTAL	7.69	.00		7.69
206-6637-436.72-57						OPERATING SUPPLIES / ICE CONTROL				
989		06/21 AP		12/09/20	0000000	CARGILL, INC.	16,916.31			12/17/20
						ROAD SALT				
989		06/21 AP		12/08/20	0000000	CARGILL, INC.	9,538.20			12/17/20
						ROAD SALT				
989		06/21 AP		12/07/20	0000000	CARGILL, INC.	35,967.76			12/17/20
						ROAD SALT				
986		06/21 AP		12/04/20	0000000	CARGILL, INC.	11,149.57			12/17/20
						ROAD SALT				
						ACCOUNT TOTAL	73,571.84	.00		73,571.84
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
969		06/21 AP		12/01/20	0000000	THOMPSON SHOES	160.00			12/17/20

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FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued		
SAFETY SHOES-C KAYSER P.O. 56552								
ACCOUNT TOTAL						160.00	.00	160.00
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS								
929		06/21 AP		11/25/20	0000000 FASTENAL COMPANY	82.06		12/17/20
HARDWARE FOR TYPE 3 BARRICADES								
ACCOUNT TOTAL						82.06	.00	82.06
206-6637-436.73-32 OTHER SUPPLIES / STREETS								
989		06/21 AP		12/09/20	0000000 BENTON'S READY MIX CONCRETE,	165.50		12/17/20
RIDGWAY MEDIAN CONCRETE								
963		06/21 AP		12/08/20	0000000 BUILDERS SELECT LLC	12.99		12/17/20
LUMBER FORMS								
963		06/21 AP		12/08/20	0000000 GIERKE-ROBINSON COMPANY, INC.	271.43		12/17/20
BURLAP FOR COVERING CONCRETE PATCHES								
986		06/21 AP		12/08/20	0000000 GIERKE-ROBINSON COMPANY, INC.	632.85		12/17/20
CONCRETE BLANKETS FOR COVERING STREET PATCHES								
989		06/21 AP		12/08/20	0000000 BENTON'S READY MIX CONCRETE,	771.88		12/17/20
RIDGWAY CONCRETE PATCH								
963		06/21 AP		12/07/20	0000000 BUILDERS SELECT LLC	8.99		12/17/20
FORM LUMBER								
963		06/21 AP		12/07/20	0000000 BUILDERS SELECT LLC	111.89		12/17/20
FORM LUMBER								
963		06/21 AP		12/05/20	0000000 ASPRO, INC.	398.12		12/17/20
COLD MIX ASPHALT								
929		06/21 AP		11/21/20	0000000 BMC AGGREGATES L.C.	95.16		12/17/20
3/8 WASHED CHIPS FOR SPRAY PATCHING								
ACCOUNT TOTAL						2,468.81	.00	2,468.81
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
926		06/21 AP		11/03/20	0135940 US BANK	495.00		12/08/20
NORTH IOWA AREA COMMCOLL CDL PREP CLASS C PAINE								
ACCOUNT TOTAL						495.00	.00	495.00
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
929		06/21 AP		11/24/20	0000000 SENECA COMPANIES	24,530.36		12/17/20
DEF PUMP TANK INSTALL 2200 TECH PKWY								
ACCOUNT TOTAL						24,530.36	.00	24,530.36

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436	72-01	OPERATING SUPPLIES / OPERATING SUPPLIES								
986		06/21	AP	12/11/20	0000000	ECHO GROUP, INC.	20.17			12/17/20
		ELECTRICAL PARTS								
963		06/21	AP	12/07/20	0000000	O'DONNELL ACE HARDWARE	27.73			12/17/20
		NUTS & BOLTS,CLEATS								
963		06/21	AP	12/04/20	0000000	O'DONNELL ACE HARDWARE	27.68			12/17/20
		HAMMER,AWL								
986		06/21	AP	12/04/20	0000000	ECHO GROUP, INC.	2.24			12/17/20
		ELECTRICAL SUPPLIES								
986		06/21	AP	12/04/20	0000000	MENARDS-CEDAR FALLS	33.86			12/17/20
		LIGHT BULBS,HOOK								
929		06/21	AP	11/25/20	0000000	ECHO GROUP, INC.	53.20			12/17/20
		ELECTRICAL TERMINATIONS								
ACCOUNT TOTAL							164.88	.00	164.88	
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
963		06/21	AP	12/02/20	0000000	LASER LINE STRIPING & SWEEPIN	280.00			12/17/20
		INTERNATIONAL CROSS WALK								
ACCOUNT TOTAL							280.00	.00	280.00	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
926		06/21	AP	11/19/20	0135940	US BANK	253.00			12/08/20
		FLAGPOLES ETC								
		FLAG POLE LIGHT								
ACCOUNT TOTAL							253.00	.00	253.00	
FUND TOTAL							102,066.35	.00	102,066.35	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.93-01	EQUIPMENT / EQUIPMENT									
926		06/21	AP	11/04/20	0037238	US BANK	30.98			12/08/20
		AMAZON.COM*286A06ME1 AMZN								
		WIRELESS KEYBOARD/MOUSE								
PROJECT#: 022344										
ACCOUNT TOTAL							30.98	.00	30.98	
FUND TOTAL							30.98	.00	30.98	

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FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57			12/17/20
						COPY PAPER				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68			12/17/20
						COPY PAPER				
ACCOUNT TOTAL							6.25	.00	6.25	
FUND TOTAL							6.25	.00	6.25	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
926		06/21 AP		11/20/20	0135940	US BANK	299.98			12/08/20
						AMAZON.COM*6V4VA4723 AMZN				
926		06/21 AP		11/19/20	0135940	US BANK	18.00			12/08/20
						ENVATO 55724595				
926		06/21 AP		11/19/20	0135940	US BANK	497.65			12/08/20
						B&H PHOTO 800-606-6969				
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	.80			12/17/20
						PAPER, POST-ITS				
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57			12/17/20
						COPY PAPER				
926		06/21 AP		11/12/20	0135940	US BANK	99.95			12/08/20
						DIGITAL JUICE				
926		06/21 AP		11/11/20	0135940	US BANK	136.80			12/08/20
						AMAZON.COM*289KV5RB0 AMZN				
926		06/21 AP		11/10/20	0135940	US BANK	349.35			12/08/20
						MARKERTEK VIDEO SUPPLY				
926		06/21 AP		11/09/20	0135940	US BANK	48.00			12/08/20
						AMZN MKTP US*282IQ5QK0				
969		06/21 AP		11/09/20	0000000	STOREY KENWORTHY	.16			12/17/20
						RUBBER BANDS, POST-ITS				
926		06/21 AP		11/06/20	0135940	US BANK	258.12			12/08/20
						B&H PHOTO 800-606-6969				
926		06/21 AP		11/05/20	0135940	US BANK	60.28			12/08/20
						B&H PHOTO 800-606-6969				
926		06/21 AP		11/04/20	0135940	US BANK	292.59			12/08/20
						B&H PHOTO 800-606-6969				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	.76			12/17/20
						COPY PAPER				
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68			12/17/20
						CORR.TAPE,TABS, POST-ITS,				
926		06/21 AP		10/23/20	0135940	US BANK	96.90			12/08/20
						HARBOR FREIGHT				
926		06/21 AP		10/22/20	0135940	US BANK	153.09			12/08/20
						B&H PHOTO 800-606-6969				
						CAMERA COVER				

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
ACCOUNT TOTAL							2,318.68	.00	2,318.68	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
926		06/21 AP		10/23/20	0135940	US BANK	14.00		12/08/20	
		AMZN MKTP		US*2T63056R1		TASK WIPERS				
926		06/21 AP		10/23/20	0135940	US BANK	54.60		12/08/20	
		AMZN MKTP		US*2T5ZO8850		CAMERA/FIBER OPTIC CLEANR				
ACCOUNT TOTAL							68.60	.00	68.60	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
926		06/21 AP		11/04/20	0135940	US BANK	76.82		12/08/20	
		OUTBACK		1611		MEALS:CF STATE VOLLEYBALL				
926		06/21 AP		11/02/20	0135940	US BANK	27.22		12/08/20	
		TACO TICO				MEALS:CF FOOTBALL PLAYOFF				
926		06/21 AP		11/02/20	0135940	US BANK	35.04		12/08/20	
		HARDEE'S		684		MEALS:STATE CROSS COUNTRY				
ACCOUNT TOTAL							139.08	.00	139.08	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
926		06/21 AP		11/05/20	0135940	US BANK	1,228.50		12/08/20	
		B&H PHOTO		800-606-6969		SDI CAPTURE DEVICE & CARD				
ACCOUNT TOTAL							1,228.50	.00	1,228.50	
FUND TOTAL							3,754.86	.00	3,754.86	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	7.15		12/17/20	
		COPY PAPER								
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	5.36		12/17/20	
		COPY PAPER								
ACCOUNT TOTAL							12.51	.00	12.51	
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
926		06/21 AP		11/09/20	0135940	US BANK	48.61		12/08/20	
		ZORO TOOLS INC				BLUE LIGHT-PAY STATION				
926		06/21 AP		11/06/20	0135940	US BANK	3.97		12/08/20	
		WAL-MART		#0753		ADHESIVE REMOVER				

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FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued		
ACCOUNT TOTAL							52.58	.00	52.58
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
969		06/21 AP		11/18/20	0000000	FEDERAL EXPRESS SHIPPING COST-RETURN	21.46		12/17/20
ACCOUNT TOTAL							21.46	.00	21.46
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
987		06/21 AP		11/30/20	0000000	IPS GROUP, INC	250.80		12/17/20
987		06/21 AP		11/30/20	0000000	PARKING PERMIT FEES-NOV20 IPS GROUP, INC	3,758.25		12/17/20
987		06/21 AP		11/30/20	0000000	CITATION PRKNG FEES NOV20 IPS GROUP, INC	221.41		12/17/20
		06/21 AP		11/30/20	0000000	GATEWAY & TRANSACTION FEE PAYSTATION (7) NOV 2020			
ACCOUNT TOTAL							4,230.46	.00	4,230.46
258-5531-435.93-01 EQUIPMENT / EQUIPMENT									
963		06/21 AP		12/03/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-COLLEGE HILL PARKING LOT SIGNS	388.58		12/17/20
PROJECT#:					062521				
989		06/21 AP		12/01/20	0000000	STETSON BUILDING PRODUCTS LLC FIBRE TUBE FOR PARKING SIGN BASES COLLEGE HILL	147.84		12/17/20
PROJECT#:					062521				
ACCOUNT TOTAL							536.42	.00	536.42
FUND TOTAL							4,853.43	.00	4,853.43
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
976		06/21 AP		11/12/20	0000000	STOREY KENWORTHY ENVELOPES FOR CARDS	78.24		12/17/20
ACCOUNT TOTAL							78.24	.00	78.24
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
926		06/21 AP		11/16/20	0135940	US BANK THE UPS STORE #5189	48.80		12/08/20
						SHIP 2 BOXES OF VG TO			
ACCOUNT TOTAL							48.80	.00	48.80

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FUND 261 TOURISM & VISITORS										
261-2291-423.73-52						OTHER SUPPLIES / BROCHURES & PUBLICATIONS				
976		06/21 AP		11/10/20	0000000	STOREY KENWORTHY PAPER FOR BROCHURES	43.60			12/17/20
						ACCOUNT TOTAL	43.60	.00	43.60	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
926		06/21 AP		11/02/20	0135940	US BANK FACEBK *Z53CEVWAB2 HAPPINESS VIDEO/READERS	60.00			12/08/20
						ACCOUNT TOTAL	60.00	.00	60.00	
261-2291-423.85-20 UTILITIES / INTERNET SERVICE										
976		06/21 AP		11/25/20	0000000	IDSS GLOBAL LLC QUARTERLY SUBSCRIPTION	3,000.00			12/17/20
						ACCOUNT TOTAL	3,000.00	.00	3,000.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
976		06/21 AP		12/03/20	0000000	CITY LAUNDERING CO. MAT SERVICE	10.00			12/17/20
						ACCOUNT TOTAL	10.00	.00	10.00	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
976		06/21 AP		11/20/20	0000000	SANDEE'S LIMITED NAMETAG FOR NEW BOARD MEM DREW STENSLAND	11.75			12/17/20
						ACCOUNT TOTAL	11.75	.00	11.75	
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS										
1002		06/21 AP		12/16/20	0000000	GROW CEDAR VALLEY FY21 1ST 1/2 BASE PAYMENT JUL-DEC 2020	13,750.00			12/17/20
						ACCOUNT TOTAL	13,750.00	.00	13,750.00	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
926		06/21 AP		10/21/20	0135940	US BANK WALMART.COM AW 4 THEATER STYLE POSTS	96.29			12/08/20
926		06/21 AP		10/21/20	0135940	US BANK AMAZON.COM*2T44G41N0 RED CARPET RUNNER	35.89			12/08/20
						ACCOUNT TOTAL	132.18	.00	132.18	

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FUND 261 TOURISM & VISITORS										
FUND TOTAL							17,134.57	.00	17,134.57	
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										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
978		06/21 AP		12/07/20	00000000	FISCHER BROS, LLC	5,545.00			12/17/20
						WATERSLIDE RECOATING				
961		06/21 AP		11/27/20	00000000	FAILOR HURLEY CONSTRUCTION	5,094.85			12/17/20
						3236-REC LOCKER ROOM UPG.				
						#5				
PROJECT#:					023236					
961		06/21 AP		11/27/20	00000000	FAILOR HURLEY CONSTRUCTION	10,636.70			12/17/20
						3236-REC LOCKER ROOM UPG.				
						#6-FINAL RETAINAGE				
PROJECT#:					023236					
ACCOUNT TOTAL							21,276.55	.00	21,276.55	
FUND TOTAL							21,276.55	.00	21,276.55	
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										
986		06/21 AP		12/10/20	00000000	MARTIN BROS.DISTRIBUTING	121.32			12/17/20
						DISINFECTANT WIPES				
PROJECT#:					012020					
983		06/21 AP		12/08/20	00000000	ULINE, INC.	206.60			12/17/20
						GLOVES				
PROJECT#:					012020					
989		06/21 AP		12/08/20	00000000	HOTSY EQUIPMENT COMPANY	521.00			12/17/20
						COVID DISINFECTANT				
PROJECT#:					012020					
929		06/21 AP		11/24/20	00000000	MENARDS-CEDAR FALLS	53.76			12/17/20
						DISINFECTING WIPES				
PROJECT#:					012020					
926		06/21 AP		11/20/20	0135940	US BANK	139.95			12/08/20
						AMZN MKTP US*5I39Q33E3				
						SANITIZING WIPES				
PROJECT#:					012020					
926		06/21 AP		11/20/20	0135940	US BANK	44.97			12/08/20
						AMZN MKTP US*1D4NX7OF3				
						FACE MASKS				
PROJECT#:					012020					

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FUND 404 FEMA											
404-1220-431	89-80	MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG									continued
926		06/21	AP	11/18/20	0135940	US BANK	125.72			12/08/20	
		PROJECT#:		012020							
		PROJECT#:		012020							
927		06/21	AP	11/17/20	0135940	US BANK	728.65			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	11/16/20	0135940	US BANK	672.60			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	11/13/20	0135940	US BANK	135.60			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	11/12/20	0135940	US BANK	107.20			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	11/11/20	0135940	US BANK	112.90			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	11/11/20	0135940	US BANK	67.00			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	11/11/20	0135940	US BANK	157.81			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	11/03/20	0135940	US BANK	4.00			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	10/30/20	0135940	US BANK	14.90			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	10/26/20	0135940	US BANK	65.40			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	10/26/20	0135940	US BANK	119.88			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	10/23/20	0135940	US BANK	31.94			12/08/20	
		PROJECT#:		012020							
927		06/21	AP	10/23/20	0135940	US BANK	99.90			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	10/22/20	0135940	US BANK	19.38			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	10/22/20	0135940	US BANK	67.89			12/08/20	
		PROJECT#:		012020							
926		06/21	AP	10/21/20	0135940	US BANK	3,267.48			12/08/20	

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FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG						continued				
AMZN MKTP US*2T9HV6P10						N95 MASKS, THERM. COVERS				
PROJECT#: 012020										
962		05/21 AP		10/02/20	0135686	US BANK	10.69			12/09/20
O DONNELL ACE HARDWARE						BATTERIES FOR THERMOMETER				
PROJECT#: 012020										
ACCOUNT TOTAL							6,896.54	.00	6,896.54	
FUND TOTAL							6,896.54	.00	6,896.54	
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										
946		06/21 AP		12/10/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	30,249.94			12/17/20
3180-DOWNTOWN STREETScape										
PROJECT#: 023180										
946		06/21 AP		11/24/20	0000000	SNYDER & ASSOCIATES, INC.	53,425.86			12/17/20
3242-DWNTWN STREETS CP II						SERVICES THRU 10/31/20				
PROJECT#: 023242										
ACCOUNT TOTAL							83,675.80	.00	83,675.80	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
969		06/21 AP		11/30/20	0000000	AHLERS AND COONEY, P.C.	152.50			12/17/20
LGL:AMEND #3 DOWNTOWN URP						11/18/20-11/19/20				
969		06/21 AP		11/30/20	0000000	AHLERS AND COONEY, P.C.	1,008.00			12/17/20
LGL:HWY.58 CORR.URB.RENEW						10/30/20-11/18/20				
987		06/21 AP		11/30/20	0000000	AHLERS AND COONEY, P.C.	1,222.86			12/17/20
LGL:AMEND #6 DOWNTOWN URP						10/28/20-11/18/20				
987		06/21 AP		11/30/20	0000000	AHLERS AND COONEY, P.C.	91.50			12/17/20
LGL:HWY.58 CORR.URB.RENEW						10/22/20				
ACCOUNT TOTAL							2,474.86	.00	2,474.86	
FUND TOTAL							86,150.66	.00	86,150.66	
FUND 431 2014 BOND										

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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							
946	06/21	AP 11/22/20 0000000				AHLERS AND COONEY, P.C.	463.50		12/17/20
		3118-W.1ST ST RECONST.				11/04-11/17/20			
PROJECT#:		023118							
		ACCOUNT TOTAL					463.50	.00	463.50
436-1220-431.98-62		CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE							
996	06/21	AP 12/16/20 0000000				BENTON'S SAND & GRAVEL, INC.	9,708.71		12/17/20
		3146-CLAY ST. PARK DRAIN.				RETAINAGE			
PROJECT#:		023146							
946	06/21	AP 12/11/20 0000000				BENTON'S SAND & GRAVEL, INC.	15,775.02		12/17/20
		3146-CLAY ST. PARK DRAIN.							
PROJECT#:		023146							
		ACCOUNT TOTAL					25,483.73	.00	25,483.73
		FUND TOTAL					25,947.23	.00	25,947.23
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.98-83		CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON							
946	06/21	AP 11/22/20 0000000				AHLERS AND COONEY, P.C.	4,770.59		12/17/20
		3171-CEDAR HEIGHTS RECON.				10/9/20, 10/20-11/17/20			
PROJECT#:		023171							
		ACCOUNT TOTAL					4,770.59	.00	4,770.59
		FUND TOTAL					4,770.59	.00	4,770.59
FUND 439	2008	BOND FUND							
FUND 443		CAPITAL PROJECTS							
443-1220-431.94-51		CAPITAL PROJECTS / POLICE CAPITAL RESERVE							
983	06/21	AP 12/10/20 0000000				SANDRY FIRE SUPPLY, L.L.C.	1,410.71		12/17/20
		551 HOSE & APPLIANCES							
983	06/21	AP 12/03/20 0000000				ALEX AIR APPARATUS, INC.	499.05		12/17/20
		NOZZLE W/PISTOL GRIP							
		ACCOUNT TOTAL					1,909.76	.00	1,909.76

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FUND 443 CAPITAL PROJECTS								
					FUND TOTAL	1,909.76	.00	1,909.76
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
473-1220-431.98-99					CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT			
946		06/21 AP		12/14/20	0000000 FELDMAN CONCRETE	8,947.95		12/17/20
					3204-2020 SIDEWALK ASSESS			
PROJECT#:					023204			
946		06/21 AP		12/04/20	0000000 FELDMAN CONCRETE	25,991.86		12/17/20
					3204-2020 SIDEWALK ASSESS			
PROJECT#:					023204			
					ACCOUNT TOTAL	34,939.81	.00	34,939.81
					FUND TOTAL	34,939.81	.00	34,939.81
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								
551-6675-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
945		06/21 AP		12/02/20	0000000 KIRK GROSS COMPANY	70.00		12/17/20
					BLANK NAME PLATES AND HOLDERS			
929		06/21 AP		11/19/20	0000000 STOREY KENWORTHY	117.16		12/17/20
					LEGAL PADS,COPY PAPER, APPT BOOK,CALENDARS			
					ACCOUNT TOTAL	187.16	.00	187.16
551-6685-426.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY			
988		06/21 AP		12/06/20	0000000 WATERLOO, CITY OF	485.00		12/17/20
					DEER DISPOSAL;11/1-11/30 11/1-11/30/20			
					ACCOUNT TOTAL	485.00	.00	485.00
551-6685-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
929		06/21 AP		11/19/20	0000000 STOREY KENWORTHY	43.53		12/17/20
					CALENDARS			
					ACCOUNT TOTAL	43.53	.00	43.53

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ACCOUNT ACTIVITY LISTING

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FUND 551 REFUSE FUND										
551-6685-436.72-16						OPERATING SUPPLIES / TOOLS				
986		06/21 AP		12/14/20	0000000	O'DONNELL ACE HARDWARE	32.99			12/17/20
						TORCH FOR PADLOCKS AT RECYCLING				
986		06/21 AP		12/09/20	0000000	O'DONNELL ACE HARDWARE	9.69			12/17/20
						TUBE CUTTER FOR BALER IN RECYCLING PROJECT				
929		06/21 AP		12/01/20	0000000	MENARDS-CEDAR FALLS	61.15			12/17/20
						BALER REPAIR TOOLS				
						ACCOUNT TOTAL	103.83	.00		103.83
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
929		06/21 AP		12/03/20	0000000	PARKADE PRINTER, INC.	64.21			12/17/20
						SERVICE TICKETS				
929		06/21 AP		09/22/20	0000000	PARKADE PRINTER, INC.	64.21			12/17/20
						DUMPSTER TICKETS				
						ACCOUNT TOTAL	128.42	.00		128.42
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
969		06/21 AP		12/01/20	0000000	THOMPSON SHOES	160.00			12/17/20
						SAFETY SHOES-S CAMARGO P.O. 56549				
969		06/21 AP		12/01/20	0000000	THOMPSON SHOES	160.00			12/17/20
						SAFETY SHOES-R MARTIN P.O. 56545				
						ACCOUNT TOTAL	320.00	.00		320.00
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
986		06/21 AP		12/12/20	0000000	ARNOLD MOTOR SUPPLY	9.19			12/17/20
						WINDSHIELD WIPERS				
986		06/21 AP		12/12/20	0000000	ARNOLD MOTOR SUPPLY	9.19			12/17/20
						WINDSHIELD WIPERS				
986		06/21 AP		12/12/20	0000000	ARNOLD MOTOR SUPPLY	9.19			12/17/20
						WINDSHIELD WIPERS				
986		06/21 AP		12/11/20	0000000	ARNOLD MOTOR SUPPLY	9.19			12/17/20
						WINDSHIELD WIPERS				
986		06/21 AP		12/11/20	0000000	ARNOLD MOTOR SUPPLY	9.19			12/17/20
						WINDSHIELD WIPERS				
963		06/21 AP		12/08/20	0000000	O'DONNELL ACE HARDWARE	51.99			12/17/20
						HOSE FOR TRANSFER STATION				
986		06/21 AP		12/07/20	0000000	MENARDS-CEDAR FALLS	25.55			12/17/20
						PARTS-TRAN STA DRAIN PROJ				
926		06/21 AP		10/26/20	0135940	US BANK	36.76			12/08/20
						O DONNELL ACE HARDWARE PAINTING SUPPLIES				
						ACCOUNT TOTAL	160.25	.00		160.25

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
962		05/21 AP		10/27/20	0135761	OUTDOOR & MORE		549.00		12/09/20
						ACCOUNT CORRECTION				
						SNOW BLOWER-TRANS.STATION				
						ACCOUNT TOTAL	.00	549.00		549.00-
551-6685-436.73-06						OTHER SUPPLIES / BUILDING REPAIR				
989		06/21 AP		12/03/20	0000000	CHRISTIE DOOR COMPANY	260.75			12/17/20
						REPAIR-RECYCLING CTR DOOR				
						ACCOUNT TOTAL	260.75	.00		260.75
551-6685-436.86-36						REPAIR & MAINTENANCE / TRANSFER STATION MAINT.				
986		06/21 AP		12/09/20	0000000	MENARDS-CEDAR FALLS		33.72		12/17/20
						RETURN PARTS-TS DRAIN				
986		06/21 AP		12/09/20	0000000	MENARDS-CEDAR FALLS	47.62			12/17/20
						PARTS-TRAN STA DRAIN PROJ				
986		06/21 AP		12/09/20	0000000	MENARDS-CEDAR FALLS	4.99			12/17/20
						PARTS-TRAN STA DRAIN PROJ				
986		06/21 AP		12/07/20	0000000	MENARDS-CEDAR FALLS	272.11			12/17/20
						PARTS-TRAN STA DRAIN PROJ				
						ACCOUNT TOTAL	324.72	33.72		291.00
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
989		06/21 AP		12/11/20	0000000	T & W GRINDING	17,500.00			12/17/20
						COMPOST MANAGEMENT				
986		06/21 AP		12/08/20	0000000	MIDWEST ELECTRONIC RECOVERY	668.00			12/17/20
						ELECTRONIC RECYCLING				
945		06/21 AP		12/04/20	0000000	WEIKERT IRON AND METAL	2,261.00			12/17/20
						APPLIANCE RECYCLING				
929		06/21 AP		11/30/20	0000000	MIDWEST ELECTRONIC RECOVERY	1,197.45			12/17/20
						ELECTRONIC RECYCLING				
929		06/21 AP		11/21/20	0000000	LIBERTY TIRE RECYCLING, LLC	917.64			12/17/20
						SCRAP TIRE RECYCLING				
945		06/21 AP		11/09/20	0000000	SAM ANNIS & CO.	57.64			12/17/20
						PROPANE TANK REFILL				
945		06/21 AP		10/08/20	0000000	BLACK HAWK CO.LANDFILL	581.78			12/17/20
						LANDFILL TICKET #372				
						ACCOUNT TOTAL	23,183.51	.00		23,183.51
551-6685-436.93-01						EQUIPMENT / EQUIPMENT				
962		05/21 AP		10/27/20	0135761	OUTDOOR & MORE	549.00			12/09/20
						SNOW BLOWER-TRANS.STATION				
						ACCOUNT TOTAL	549.00	.00		549.00

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
FUND TOTAL							25,746.17	582.72	25,163.45
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
973		06/21 AP		12/10/20	0000000	GIERKE-ROBINSON COMPANY, INC.	1,536.68		12/17/20
973		06/21 AP		12/10/20	0000000	HOSE SLUDGE TRUCK	40.07		12/17/20
973		06/21 AP		12/09/20	0000000	BATTERIES	20.99		12/17/20
						NOZZLE-SEWER			
ACCOUNT TOTAL							1,597.74	.00	1,597.74
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
989		06/21 AP		12/09/20	0000000	BENTON'S READY MIX CONCRETE,	327.38		12/17/20
						CONCRETE-LLYOD LN BOX OUT			
989		06/21 AP		12/08/20	0000000	BENTON'S READY MIX CONCRETE,	291.00		12/17/20
						CONCRETE-BOX OUT SUNNYSID			
ACCOUNT TOTAL							618.38	.00	618.38
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
946		06/21 AP		11/17/20	0000000	SNYDER & ASSOCIATES, INC.	912.75		12/17/20
						3182-OAK PARK SEWER REPL.			
						SERVICES THRU 10/31/20			
PROJECT#:				023182					
ACCOUNT TOTAL							912.75	.00	912.75
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57		12/17/20
						COPY PAPER			
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68		12/17/20
						COPY PAPER			
ACCOUNT TOTAL							6.25	.00	6.25
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
929		06/21 AP		11/17/20	0000000	SERVICEWEAR APPAREL, INC.	36.85		12/17/20
						UNIFORMS WATER REC			
						TYLER AND MIKE			
ACCOUNT TOTAL							36.85	.00	36.85
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
973		06/21 AP		12/10/20	0000000	MIDLAND SCIENTIFIC, INC.	55.06		12/17/20

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
			CD	DATE	NUMBER				----
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB					continued				
					LAB SUPPLIES				
973		06/21 AP		12/10/20	0000000	MIDLAND SCIENTIFIC, INC.	28.40		12/17/20
					LAB SUPPLIES				
973		06/21 AP		12/07/20	0000000	MIDLAND SCIENTIFIC, INC.	8.80		12/17/20
					LAB SUPPLIES				
973		06/21 AP		12/07/20	0000000	MIDLAND SCIENTIFIC, INC.	127.34		12/17/20
					LAB SUPPLIES				
973		06/21 AP		12/07/20	0000000	MIDLAND SCIENTIFIC, INC.	63.56		12/17/20
					LAB SUPPLIES				
973		06/21 AP		12/07/20	0000000	NORTH CENTRAL LABORATORIES	197.93		12/17/20
					LAB SUPPLIES				
973		06/21 AP		12/04/20	0000000	MIDLAND SCIENTIFIC, INC.	157.72		12/17/20
					LAB SUPPLIES				
					ACCOUNT TOTAL		638.81	.00	638.81
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
973		06/21 AP		12/07/20	0000000	CINTAS FIRST AID & SAFETY FIRST AID	26.83		12/17/20
					ACCOUNT TOTAL		26.83	.00	26.83
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
973		06/21 AP		12/08/20	0000000	BENTON BUILDING CENTER	212.95		12/17/20
					LUMBER DRYING BEDS				
973		06/21 AP		12/04/20	0000000	NORTHLAND PRODUCTS CO.	102.65		12/17/20
					OIL PLANT				
973		06/21 AP		12/04/20	0000000	O'DONNELL ACE HARDWARE	13.69		12/17/20
					BATTERIES				
973		06/21 AP		12/03/20	0000000	BENTON BUILDING CENTER	695.52		12/17/20
					DRYING BED REPAIR				
973		06/21 AP		11/25/20	0000000	O'DONNELL ACE HARDWARE	14.76		12/17/20
					CLEANER				
973		06/21 AP		11/19/20	0000000	CRESCENT ELECTRIC	589.30		12/17/20
					ELEC SUPPLIES				
973		06/21 AP		11/18/20	0000000	CRESCENT ELECTRIC	377.09		12/17/20
					ELEC SUPPLIES				
926		06/21 AP		11/06/20	0135940	US BANK	10.69		12/08/20
					O DONNELL ACE HARDWARE	PLUMBING			
926		06/21 AP		10/23/20	0135940	US BANK	14.95		12/08/20
					O DONNELL ACE HARDWARE	AJAX DISH LIQUID			
					ACCOUNT TOTAL		2,031.60	.00	2,031.60
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
926		06/21 AP		11/05/20	0135940	US BANK	4.99		12/08/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
					O DONNELL ACE HARDWARE	BUILDING INSULATION				
ACCOUNT TOTAL							4.99	.00	4.99	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
973		06/21 AP		12/10/20	0000000	O'DONNELL ACE HARDWARE	10.69			12/17/20
						PROPANE-LS				
973		06/21 AP		12/02/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	521.59			12/17/20
						MOTOR LIFT STATION				
973		06/21 AP		12/01/20	0000000	SHERWIN-WILLIAMS COMPANY	169.68			12/17/20
						PAINT-LS				
973		06/21 AP		11/17/20	0000000	CRESCENT ELECTRIC	51.02			12/17/20
						ELEC SUPPLIES LS				
ACCOUNT TOTAL							752.98	.00	752.98	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
973		06/21 AP		11/30/20	0000000	PLUMB TECH INC.	1,403.00			12/17/20
						WATER LINE REPAIR				
973		06/21 AP		11/25/20	0000000	HUPP ELECTRIC MOTORS	690.00			12/17/20
						DRIVE REPAIR				
973		06/21 AP		11/25/20	0000000	HUPP ELECTRIC MOTORS	345.00			12/17/20
						PUMP REPAIR				
ACCOUNT TOTAL							2,438.00	.00	2,438.00	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
973		06/21 AP		11/30/20	0000000	CITY LAUNDERING CO.	38.75			12/17/20
						RUGS				
ACCOUNT TOTAL							38.75	.00	38.75	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
973		06/21 AP		12/11/20	0000000	TESTAMERICA LABORATORIES, INC	411.98			12/17/20
						LAB TESTS				
ACCOUNT TOTAL							411.98	.00	411.98	
FUND TOTAL							9,515.91	.00	9,515.91	

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
946		06/21 AP		11/25/20	0000000	STOREY KENWORTHY	.84		12/17/20
946		06/21 AP		11/25/20	0000000	NOTEBOOKS, PENS, POST ITS	3.57		12/17/20
946		06/21 AP		11/17/20	0000000	COPY PAPER STOREY KENWORTHY	.72		12/17/20
946		06/21 AP		11/05/20	0000000	PENS, POST ITS STOREY KENWORTHY	1.46		12/17/20
946		06/21 AP		11/05/20	0000000	CLIPS, PENS STOREY KENWORTHY	3.57		12/17/20
946		06/21 AP		11/04/20	0000000	COPY PAPER STOREY KENWORTHY	.19		12/17/20
946		06/21 AP		11/04/20	0000000	JUMBO CLIPS STOREY KENWORTHY	.59		12/17/20
						FILE FOLDERS			
ACCOUNT TOTAL							10.94	.00	10.94
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
989		06/21 AP		11/23/20	0000000	LEYMASTER TILE, RUSTY	245.53		12/17/20
929		06/21 AP		11/21/20	0000000	TILE FOR COTTAGE ROW BMC AGGREGATES L.C.	673.82		12/17/20
						1" CLEAN ROCK FOR TILE ALONG COTTAGE ROW			
ACCOUNT TOTAL							919.35	.00	919.35
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
946		06/21 AP		12/10/20	0000000	PETERSON CONTRACTORS	39,020.03		12/17/20
						3152-WALNUT ST.BOX CULVT. RETAINAGE			
946		06/21 AP		12/08/20	0000000	BENTON'S SAND & GRAVEL, INC.	11,282.28		12/17/20
						PROJECT#: 023152 3149-2019 PERMEABLE ALLEY RETAINAGE			
946		06/21 AP		12/02/20	0000000	ROBINSON ENGINEERING COMPANY	4,756.12		12/17/20
						PROJECT#: 023149 3232-BLACK HAWK SUBWTRSHD ASSESSMENT-THRU 11/30/20			
						PROJECT#: 023232			
ACCOUNT TOTAL							55,058.43	.00	55,058.43
FUND TOTAL							55,988.72	.00	55,988.72

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
969		06/21 AP		11/19/20	0000000	STOREY KENWORTHY	3.57			12/17/20
		COPY PAPER								
926		06/21 AP		11/16/20	0135940	US BANK	23.60			12/08/20
		AMZN MKTP US*2049H4E31 KEYBOARD LABELS								
969		06/21 AP		11/03/20	0000000	STOREY KENWORTHY	2.68			12/17/20
		COPY PAPER								
ACCOUNT TOTAL							29.85	0.00		29.85
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
926		06/21 AP		11/09/20	0135940	US BANK	99.00			12/08/20
		STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION								
926		06/21 AP		10/30/20	0135940	US BANK	28.60			12/08/20
		AMZN MKTP US*284S71040 ELECTRONIC DUSTERS								
ACCOUNT TOTAL							127.60	0.00		127.60
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
969		06/21 AP		11/22/20	0000000	GORDON FLESCH COMPANY	1,423.76			12/17/20
		COPIERS/24629-MPS01/DEC20 11/22-12/21&OVR8/22-11/21								
ACCOUNT TOTAL							1,423.76	0.00		1,423.76
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
969		06/21 AP		11/29/20	0000000	MARCO TECHNOLOGIES LLC NW7128	660.00			12/17/20
		REPLACEMENT PHONES								
926		06/21 AP		10/29/20	0135940	US BANK	118.22			12/08/20
		AMZN MKTP US*2T4LK5RW2 ROLLER KITS FOR SCANNER								
ACCOUNT TOTAL							778.22	0.00		778.22
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
987		06/21 AP		12/08/20	0000000	MUNICIPAL CODE CORPORATION	700.00			12/17/20
		SOFTWARE SUPPORT & MAINT.								
987		06/21 AP		12/04/20	0000000	MARCO TECHNOLOGIES LLC NW7128	165.00			12/17/20
		SOFTWARE SUPPORT & MAINT.								
969		06/21 AP		11/23/20	0000000	THE DAVENPORT GROUP USA, LTD	21,977.00			12/17/20
		ANNUAL LAMA MAINTENANCE 1/1/21-12/31/21								
926		06/21 AP		11/12/20	0135940	US BANK	69.99			12/08/20
		WEB*NETWORKSOLUTIONS SSL CERTIF.RENEW CF1STOP								
926		06/21 AP		10/28/20	0135940	US BANK	249.90			12/08/20
		WEB*NETWORKSOLUTIONS DOMAIN NAME RENEWAL-5 YRS								
926		06/21 AP		10/28/20	0135940	US BANK	249.90			12/08/20
		WEB*NETWORKSOLUTIONS DOMAIN NAME RENEWAL-5 YRS								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION---	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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FUND 606 DATA PROCESSING FUND												
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								continued				
ACCOUNT TOTAL								23,411.79	.00	23,411.79		

606-1078-441.93-01 EQUIPMENT / EQUIPMENT											
926		06/21 AP		11/17/20	0135940		US BANK	159.96			12/08/20
		BEST BUY			00003798		USB WIRELESS ADAPTERS				
926		06/21 AP		11/17/20	0135940		US BANK	143.46			12/08/20
		AMZN MKTP			US*Q78PG9G73		USB WIRELESS ADAPTERS				
926		06/21 AP		11/06/20	0135940		US BANK	398.97			12/08/20
		AMAZON.COM*281AP6G02			AMZN		(3) 1000 FT NETWORK CABLE				
926		06/21 AP		11/02/20	0135940		US BANK	177.00			12/08/20
		AMZN MKTP			US*282UC5LQ2		HEADSETS FOR WORKSTATIONS				
926		06/21 AP		10/26/20	0135940		US BANK	179.97			12/08/20
		AMZN MKTP			US*2T7N76512		WEBCAMS FOR INVENTORY				
ACCOUNT TOTAL								1,059.36	.00	1,059.36	
FUND TOTAL								26,830.58	.00	26,830.58	

FUND 680 HEALTH INSURANCE FUND											
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE											
1002		06/21 AP		12/07/20	0000000		HOLMES MURPHY & ASSOCIATES LL	2,416.66			12/17/20
							BENEFITS CONSULTING SERV.				JANUARY 2020
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											
986		06/21 AP		12/11/20	0000000		SAM ANNIS & CO.	45.23			12/17/20
							PROPANE TANK EXCHANGE				
945		06/21 AP		12/04/20	0000000		HTP ENERGY	11,544.77			12/17/20
							#1 DIESEL BLUFF STREET				
929		06/21 AP		12/01/20	0000000		HTP ENERGY	13,284.01			12/17/20
							GASOHOL AT 2200 TECH				PKWY
986		06/21 AP		11/30/20	0000000		AIRGAS USA, LLC	65.86			12/17/20
							WELDING AND CUTTING GAS				
986		06/21 AP		10/12/20	0000000		HTP ENERGY	13,056.89			12/17/20
							GASOHOL FOR 1500 BLUFF				
ACCOUNT TOTAL								37,996.76	.00	37,996.76	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-17						OPERATING SUPPLIES / UNIFORMS			
929		06/21 AP		11/17/20	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS VEHICLE MAINT DUSTIN	22.23		12/17/20
ACCOUNT TOTAL							22.23	.00	22.23
685-6698-446.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
685-6698-446.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES			
963		06/21 AP		12/04/20	0000000	C & C WELDING & SANDBLASTING STEEL FOR WORK BENCHES	679.24		12/17/20
ACCOUNT TOTAL							679.24	.00	679.24
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
685-6698-446.73-04						OTHER SUPPLIES / VEHICLE SUPPLIES			
945		06/21 AP		12/03/20	0000000	MENARDS-CEDAR FALLS	103.88		12/17/20
945		06/21 AP		12/03/20	0000000	CASTERS MENARDS-CEDAR FALLS		39.96	12/17/20
945		06/21 AP		12/03/20	0000000	RETURN CASTERS MENARDS-CEDAR FALLS	35.98		12/17/20
986		06/21 AP		12/02/20	0000000	CASTERS LAWSON PRODUCTS, INC.	954.69		12/17/20
986		06/21 AP		12/02/20	0000000	MISC SHOP SUPPLIES TRACTOR SUPPLY CO.	41.98		12/17/20
945		06/21 AP		11/30/20	0000000	PLOW WING CASTORS SUPERIOR WELDING SUPPLY	384.96		12/17/20
929		06/21 AP		11/04/20	0000000	NEW WELDING GUN ECHO GROUP, INC.	211.50		12/17/20
963		06/21 AP		11/02/20	0000000	FEMALE PLUG FOR WELDER CEDAR VALLEY AUTO GLASS INC. WINSHEILD REPLACE-#289	121.50		12/17/20
ACCOUNT TOTAL							1,854.49	39.96	1,814.53
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
685-6698-446.86-12						REPAIR & MAINTENANCE / TOWELS			
963		06/21 AP		12/03/20	0000000	CITY LAUNDERING CO. SHOP TOWELS	35.00		12/17/20
ACCOUNT TOTAL							35.00	.00	35.00
685-6698-446.87-07 RENTALS / SHOP EQUIPMENT									
685-6698-446.87-07						RENTALS / SHOP EQUIPMENT			
986		06/21 AP		12/09/20	0000000	MENARDS-CEDAR FALLS SHOP LADDERS	243.78		12/17/20
ACCOUNT TOTAL							243.78	.00	243.78
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued				
986		06/21 AP		12/09/20	0000000	MURPHY TRACTOR & EQUIPMENT CO	3,686.03			12/17/20
						REPAIR:CAB HEAT/MOWBOARD WEAR STRIPS #294				
963		06/21 AP		11/30/20	0000000	RASMUSSEN CO., THE	50.00			12/17/20
						TOWED BACK TO SHOP #2126				
929		06/21 AP		11/24/20	0000000	WITHAM AUTO CENTERS	104.16			12/17/20
						ALIGNMENT PD13				
929		06/21 AP		06/26/19	0000000	WITHAM AUTO CENTERS		62.05		12/17/20
						CREDIT PAN ASSEMBLY AND OIL				
ACCOUNT TOTAL							3,840.19	62.05	3,778.14	
FUND 685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
963		06/21 AP		11/30/20	0000000	PRECISE MRM LLC	820.00			12/17/20
						PRECISE CELL CHARGES				
ACCOUNT TOTAL							820.00	.00	820.00	
FUND TOTAL							45,491.69	102.01	45,389.68	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
969		06/21 AP		09/01/20	0000000	REDFERN, MASON, LARSEN & MOORE,	285.00			12/17/20
						LGL:D DOUGLAS 8/3/20-8/27/20				
ACCOUNT TOTAL							285.00	.00	285.00	
FUND TOTAL							285.00	.00	285.00	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
986		06/21 AP		12/04/20	0000000	MPH INDUSTRIES, INC.	7,698.00			12/17/20
						LIAB:DMG RADAR TRAILER DOL 9/17/20				
ACCOUNT TOTAL							7,698.00	.00	7,698.00	
FUND TOTAL							7,698.00	.00	7,698.00	

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CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 06/2021

GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
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		701,963.02	24,436.75	677,526.27